AAVANTIKA GAS LIMITED

(A JOINT VENTURE COMPANY OF GAIL & HPCL)

CITY GAS DISTRIBUTION PROJECT IN

INDORE, UJJAIN, PITHAMPUR & GWALIOR

ANNUAL RATE CONTRACT

FOR

PROCUREMENT OF MDPE PIPES

Tender No.: AGL/HO/C&P/556/26-27/GeM/[MDPE PIPES]

DOMESTIC COMPETITIVE BIDDING THROUGH GEM PORTAL

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

Important Dates

PRE-BID MEETING DATE & TIME : 3-11-2026 AT 11:00 Hrs.
Mode of Meeting : Physical / Online (VC - Link shall be shared)

Last Date & Time of Submission of Tender	12-11-2026 at 16:00 Hrs
Date & Time of Opening of Un-Priced (Technical) Bid	13-11-2026 at 16:00 Hrs

BASIC INFORMATION OF TENDER

Tender Number	AGL/HO/C&P/556/26-27/GeM/[MDPE PIPES]
GeM Tender No.	GEM/2026/B/8211763
Mode of Tendering	**ONLINE** e-Procurement System through GeM Portal : https://gem.gov.in/
Title	**PROCUREMENT OF MDPE PIPES**
Description	**Procurement of Dia 20, 32, 63 & 125mm MDPE Pipes**
Tender Type	Open Domestic Tendering
Bid Type	Two Bid System
Evaluation Criteria	Lot wise Overall Lowest basis
Offline Pre-Bid meeting Date & Time	NA
Earnest Money Deposit (EMD):	Tender Fee: -**Nil**

Lot	**Lot-1** ***Dia 20 mm***	**Lot-2** ***Dia 32 mm***	**Lot-3** ***Dia 125 mm***	**Lot-4** ***Dia 63 mm***
EMD (in the form of DD or BG)	*(Rs. 0.50 Lakh)*	*(Rs. 2.0 Lakh)*	*(Rs. 5.50 Lakh)*	*(Rs. 1.90 Lakh)*

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

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**.**
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)

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	• **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 or NSIC/MSME Certificate in physical form within seven (07) days from the due date of submission; however, Bidder shall try to TIMELY SEND THE COPY OF EMD or NSIC/MSME CERTICATE TO AGL OFFICE**
CONTACT PERSON at Aavantika Gas Limited	1) Mr. Varender Sharma, Ch Mngr: Mobile – 98889 25792 / Email: varender.sharma@aglonline.net 2) Mr. Himanshu Shrivastava, Mngr, Mobile – 91310 99726 / Email: himanshu.s@aglonline.net 3) Mr. Anurag Singh, Engineer: Mobile – 86006 90470 / Email: anurag@aglonline.net cp@aglonline.net 0731-4222520

CUT-OUT SLIP

(Outer Envelope / EMD/MSME/NSIC)

CLIENT : AGL, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **AGL/HO/C&P/556/26-27/GeM/[MDPE PIPES]**
WORK

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:

COVERING LETTER FORMAT IN BIDDER's LETTERHEAD

Bidder Ref No.

Date:

To,
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

Subject: Letter of Bid Submission against for procurement of MDPE Pipes Dia 20mm, 32mm, 63mm and 125mm.

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: -

Authorized Signatory

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SECTION I
INVITATION FOR BIDS (IFB)

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 and Gwalior cities of Madhya Pradesh. AGL invites sealed bids under single stage two bid system from eligible bidders for the procurement of MDPE Pipes as per the details given in Tender document.

1.0 PROJECT : CITY GAS DISTRIBUTION PROJECT FOR INDORE, UJJAIN, PITHAMPUR & GWALIOR

2.0 ITEM & QUANTITY REQUIRED : MENTIONED IN SCHEDULE OF RATES (SOR)

3.0 SCOPE OF WORK : SUPPLY OF MDPE PIPES

4.0 DELIVERY PERIOD : REQUIRED DELIVERY FROM THE DATE OF ISSUANCE ORDER SHALL BE AS FOLLOW:

Sr. No.	Item Description	Unit	Total Quantity Required	Delivery period from the date of Order
LOT-1	MDPE PIPE Dia. 20 mm (PE 100 Orange) SDR 11	Meters	60,000	**04 weeks**
LOT-2	MDPE PIPE Dia. 32 mm (PE 100 Orange) SDR 11	Meters	1,50,000	
LOT-3	MDPE PIPE Dia. 125 mm (PE 100 Orange) SDR 17	Meters	40,000	
LOT-4	MDPE PIPE Dia. 63 mm (PE 100 Orange) SDR 11	Meters	40,000	

- *First Delivery order (PO) shall be placed for 50% quantity within one week from the placement of the contract*
- *Second Delivery order (PO) shall be placed for 25% quantity within four (04) months from the placement of the first delivery order (PO)*
- *Third Delivery Order (PO) shall be placed for 25% quantity within four (04) months from the placement of second delivery order (PO)*
- *Delivery shall be on FOT site basis.*
- *The MDPE pipes will be delivered at AGL warehouse at Indore (M.P)*

Note: The Delivery Period indicated on the GeM portal for the complete quantity under each lot is 278 days. However, the actual quantity allocation and delivery schedule for supply of pipes shall be governed by the provisions of the ATC and SOR forming part of the bid document.
All other terms and conditions shall be governed by the Additional Terms and Conditions (ATC) of Tender No. AGL/HO/C&P/556/26-27/GeM/[MDPE PIPES].

5.0 BID VALIDITY : 90 WORKING DAYS FROM THE DATE OF OPENING OF BID

6.0 BID SECURITY / EMD : In form of DD or Bank Guarantee

Lot	Lot-1 *Dia 20 mm*	Lot-2 *Dia 32 mm*	Lot-3 *Dia 125 mm*	Lot-4 *Dia 63 mm*
EMD (in the form of DD or BG)	*(Rs. 0.50 Lakh)*	*(Rs. 2.0 Lakh)*	*(Rs. 5.50 Lakh)*	*(Rs. 1.90 Lakh)*

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 in the prescribed format (Form F-4) of the bid document.

Bidders registered with NSIC/MSME under its single point registration scheme are exempted from furnishing 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**.**

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:

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 TO BE PASTED OUTER OF THE EMD ENVELOPE WHICH IS ATTACHED AS PAGE No. 08)

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

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

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

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

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

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

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

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

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

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

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

18. BID EVALUATION CRITERIA – TECHNICAL :

a) Bidder should be a regular manufacturer of MDPE Pipes (PE100)
b) Bidder should have valid BIS certificate and it must be produced along with Bid.
c) The bidder must have manufactured and supplied a minimum of below mentioned quantities to an established CGD company in India:

Sr. No.	Item Description	Minimum Qualifying Quantity (50% of Annualized qty.)
LOT-1	MDPE PIPE Dia. 20 mm	30000 Meters
LOT-2	MDPE PIPE Dia. 32 mm	75000 Meters
LOT-3	MDPE PIPE Dia. 125 mm	20000 Meters
LOT-4	MDPE PIPE Dia. 63 mm	20000 Meters

d) Bidder shall provide written declaration as mentioned below: We have adequate capacity to deliver the material in specified delivery time along with current production capacity and orders in hand.
e) The above-mentioned minimum quantities against each SOR must have been supplied in last 5 years reckoned from the bid due date.
f) However, if bidder has supplied length of MDPE PIPEs of equal or higher diameter MDPE pipe sizes against minimum qualifying quantity then the bidder will be considered qualified, for the SOR pertaining to lower/equal diameter Pipes; subject to meeting cumulative minimum qualifying quantity criteria, for the quoted SOR(s).
g) In support of this, Bidder has to submit a copy of Work Order/ Letter of award / Letter of Acceptance (executed with in last 5 years reckoned from the bid due date) and its Completion Certificate / Satisfactory Performance Certificate issued by the client for the offered model. The Completion Certificate / Satisfactory Performance Certificate should have cross reference to the PO / WO and may be supplemented by Inspection Release Note (IRN).
h) In absence of Completion Certificate / Satisfactory Performance Certificate bidder to necessarily submit any other proof of delivery to client like acknowledged delivery challan (having cross reference to WO/PO) OR Tax Invoice (along with Payment Advice having cross reference to WO/PO) OR Supply Certificate (Confirmation from Client regarding receipt of material against the WO/PO along with IRN). In absence of requisite documents, AGL reserves the right to reject the bid without making any reference, what so ever, to the bidder.

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

19. BID EVALUATION CRITERIA – COMMERCIAL :

Lot Details	• Turnover The contractor should have achieved a minimum turnover in any one of the last 3 (three) audited financial years for bid evaluation, as per following:	• Working Capital The contractor should have a minimum working capital as per latest audited balance sheet for bid evaluation, as per following:
LOT-1	(Rs. 11.50 Lakh)	(Rs. 2 Lakh)
LOT-2	(Rs. 51 Lakh)	(Rs. 10 Lakh)
LOT-3	(Rs. 137.50 Lakh)	(Rs. 27.50 Lakh)
LOT-4	(Rs. 48.50 Lakh)	(Rs. 9.50 Lakh)

- **Net Worth**
  Net worth must be positive as per last 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 in Tender Document.

Note: Bidder quoting for more than one LOT, requirement for qualifying Technical & Financial BEC value shall be on cumulative basis.

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. # Documents duly issued by AGL can be submitted without any certification / attestation / authentication.
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. All documents in support of Bid Capacity to be furnished by the bidders shall necessarily be duly certified by the 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.

20. EVALUATION AND COMPARISON OF BIDS:

- Evaluation shall be done on individual item/LOT rates basis. Accordingly, four individual contracts may also be placed with four different vendors based on the lowest evaluated rates (L-1) for respective LOT/item.
- If the rates quoted by the technically and commercially acceptable bidders are found to be higher than the estimated/justified rates or otherwise considered not reasonable, Reverse Auction (RA) may be conducted through GeM, as considered appropriate by AGL, in accordance with the applicable GeM provisions. The eligible bidders shall be informed accordingly and the final rates discovered through the Reverse Auction shall be considered for further evaluation and award, subject to approval of the Competent Authority.
- In case Reverse Auction is conducted, the final evaluated L-1 rates after conclusion of the RA shall be considered for placement of Contract/PO, subject to compliance with all applicable terms and conditions of the Tender.
- If the quoted/final evaluated amount of two or more L-1 ranked bidders is same, then the contract will be awarded to that L-1 bidder whose Turnover as per Last Audited Balance Sheet is higher.
- **Bidders who have not supplied the intended material against any previous order placed by AGL, or who have any outstanding balance quantity of the intended material pending for supply against any existing order(s) placed by AGL, shall not be eligible to participate in this tender. In the event that any such bidder submits a bid, the same shall be rejected outrightly.**

SECTION - II

INSTRUCTIONS TO BIDDERS

A. Introduction

1 SCOPE

1.1 The Purchaser invites sealed 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. Purchaser reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2 ELIGIBILITY OF BIDDERS.

2.1 Bidders shall as part of their bid, submit a written Power of Attorney/Authorization Letter authorizing the signatory of the bid to bind the bidder.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar Works under this Invitation for Bids.

2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

3 ONE BID PER BIDDER

3.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.

3.2 Alternative bids are not acceptable.

4 COST OF BIDDING

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

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

6 SITE VISIT (if applicable)

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

6.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the

Express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

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

7.1.1 Invitation For Bid (IFB)

7.1.2 Instruction To Bidder (ITB)

7.1.3 Technical Specification & Drawing

7.1.4 Payment Terms

7.1.5 Special Conditions of Contract (Goods)

7.1.6 General Conditions of Contract (Goods)

7.1.7 Schedule of Rates (SOR)

7.1.8 Packaging and Marking

7.1.9 Forms & Formats

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

8 CLARIFICATION ON BID DOCUMENTS

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

9 AMENDMENT OF BID DOCUMENTS

9.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.

9.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-17 and shall be notified in writing by fax / post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by fax/ post to the Purchaser.

9.3 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

9.4 In order to allow reasonable time to respond to bidders queries, bidders must submit their queries, if any, before queries end date & time. Queries received after this period will not be considered.

C. PREPARATION FO BID DOCUMENT

10 LANGUAGE OF BID

10.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

11 DOCUMENTS COMPRISING THE BID

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

11.1.1 Part- I: Techno-Commercial Un Priced - Bid.

A. Covering letter with bidder's offer number.

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

C. Bid Security (EMD) as per format F- 4. **(Bids received without EMD shall be rejected)**

D. Copies of various documents as required as per F-2, F-3, F-3A & 3B, F-5, F-8, F-10, F-11 and F-12.

E. NO Deviation Confirmation as per F– 6 on bidder's letter head.

F. Copy of Un-Priced SOR marked "QUOTED" against the items quoted.

G. Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

H. Addendum / Corrigendum, if any, to the Tender.

J. Power of Attorney / Authorization letter authorizing the signatory of the bid.

11.1.2 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 Price Schedule, the unit prices (where applicable) and total price of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.3 Bid quoted for part scope is liable to be rejected (As Applicable).

12.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)

12.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

12.6 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment's, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.

13 PERIOD OF VALIDITY OF BIDS

13.1 The bid shall remain valid for 7 working from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 BID SECURITY

14.1 Pursuant to IFB Clause No. 6, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7

14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favor of **Aavantika Gas Ltd,** payable at Indore or in the form of Bank Guarantee as per format F-4 enclosed in the Bid Document.

14.4 Any bid not secured in accordance with ITB Clause 24 and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.

14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.

14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 35.

14.7 The bid security may be forfeited:

14.7.1 If a bidder withdraws his bid during the period of bid validity.

14.7.2 In the case of a successful bidder, if the bidder fails:

i) To accept the Delivery Order in accordance with ITB Clause- 34 or
ii) To furnish Performance Guarantee in accordance with ITB Clause-35
iii) To accept correction of errors pursuant to ITB Clause- 26

14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.

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

15 FORMAT AND SIGNING OF BID

15.1 The bidder shall prepare the document comprising the bid as per clause 11 of ITB.

15.2 The bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.

15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed 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, Invitation for Bid (IFB) etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection.**

D. SUBMISSION OF BIDS

17 SEALING AND MARKING OF BIDS

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

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

Envelope - II- Priced Bid "Not to be opened with Un-Priced Bid"

Envelope – III – Tender Fees / MSME / NSIC

17.2 All three envelopes containing EMD/MSME/NSIC & Bid Documents, Price Bids and Tender Fees shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.

17.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.

17.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.

18 DEADLINE FOR SUBMISSION OF BID

18.1 The Bid must be received by Purchaser (AGL) at the address as specified in IFB but not later than the time and date as specified in IFB.

18.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

19 LATE BIDS

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

20 MODIFICATION AND WITHDRAWAL OF BIDS

20.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.

20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked "modification" or "withdrawal" as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

20.3 No bid shall be modified after the deadline for submission of bid.

20.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 14.7 of ITB.

E. BID OPENING AND EVALUATION

21 BID OPENING (NOT APPLICABLE FOR ONLINE BID)

21.1 The Purchaser will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.

21.2 The Bidder's names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 29.

21.3 Bids (and modifications sent pursuant to ITB Clause 30) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

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

22 CLARIFICATION OF BID

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

23 CONTACTING THE PURCHASER

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

23.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

24 PRELIMINARY EXAMINATION OF BIDS

24.1 Techno-Commercial Bid Evaluation

24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms,

conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.

24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.

24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.

24.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

24.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

24.1.5.2 Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

25 REJECTION CRITERIA

25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

25.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

25.2.1 Bid Security i.e. non-submission, shorter Value (EMD) or Bid Security (EMD) not complying with the specified requirements.

25.2.2 Submission of Contract Performance Bank Guarantee as per tender.

25.2.3 Period of validity of bid.

25.2.4 Firm & fixed Prices throughout execution of work

25.2.5 Offer for complete scope of work

25.2.6 Warranty and guarantee for work executed/ defect liability

25.2.7 Resolution of Dispute/ Arbitration clause.

25.2.8 Payment terms.

25.2.9 Validity of Contract.

25.2.10 Prices as per Schedule of Rates.

25.2.11 Price reduction schedule provisions.

25.2.12 Penalty provisions.

26 OPENING OF PRICE BID

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

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

27 ARITHMETIC CORRECTIONS

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

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

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

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

28 EVALUATION AND COMPARISON OF BIDS: Refer Section I IFB clause no. 19 "Evaluation and Comparison of Bids".

1. When rate quoted by contractor in figure and words tallies but amount is incorrect, the rate quoted by contractor shall be taken as correct and not the amount and amount shall have corrected.
2. When it is not possible to ascertain the correct rate, the rate quoted in words shall be adopted and the amount worked out, for comparison purposes.
3. In case it is observed that any bidder has not quoted for any item in Schedule of Rates (such unquoted item not being in large), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by remaining bidder for such items.
4. If after evaluation such bidder is found to be lowest evaluated bidder, the rates of missing items should be considered as included in quoted bid price.
5. If the estimated price impact of the unquoted items is more than 10% of bidder's quoted price, the above provisions shall not be applicable and such bid shall be rejected.

29 POST-QUALIFICATION

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

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

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

F. AWARD

30 AWARD CRITERIA

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

31 PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

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

33 NOTIFICATION OF AWARD / FAX OF INTENT

33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful bidder in writing by fax or e-mail to be confirmed in writing that his bid has been accepted.

33.2 The date of Fax of Intent for notification of Award will constitute effective date.

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

34 ACCEPTANCE OF ORDER

34.1 Purchaser will issue the Order to the successful bidder within 07 days of award of work. Bidder shall sign all pages and return the acceptance copy of the Purchase/Delivery Order to the Purchaser.

35 CONTRACT PERFORMANCE BANK GUARANTEE

35.1 Within Fifteen (15) days from the date of award of Work/Contract, 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 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 03 months beyond the expiry of the contract, including the defect liability period.

35.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

36 CORRUPT AND FRAUDULENT PRACTICES

36.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

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

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

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

37 INCOME TAX LIABILITY

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

38 EMPLOYEE PROVIDENT FUND (EPF) (As Applicable)

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

39 GENERAL

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

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

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

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

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

40.0 BID PRICES & GST CLAUSES:

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 PO/WO would take approval from Competent Authority and recommend for continuation or discontinuation of such party from the business of AGL.

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

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

2.4 EXCLUSIONS:

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

i) Orders/Contracts below the value of Rs 07 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/holiday list/banning list.

ii) Orders for Miscellaneous/Administrative items/Non stock Non 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
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 by EIC. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

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

i) Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.

ii) On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.

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

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

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

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

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

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

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

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

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

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

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'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.

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.

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.

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).

AAVANTIKA GAS LIMITED
PERFORMANCE RATING DATA SHEET

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

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks would be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1.	60 & below	POOR
2.	61 - 70	FAIR
3.	71 - 80	GOOD
4.	81 - 90	VERY GOOD
5.	MORE THAN 90	EXCELLENT

Signature of Authorized signatory with Name & Designation

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

i. DELIVERY/COMPLETION PERFORMANCE: 40 MARKS

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

ii. QUALITY PERFORMANCE 40 MARKS

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

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

iii. RELIABILITY PERFORMANCE **20 MARKS**

FOR WORKS / CONTRACTS

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

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

FOR SUPPLIES

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

EIC Signature:

EIC Remarks:

SECTION III
TECHNICAL SPECIFICATION

POLYETHYLENE PIPES FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION GENERAL REQUIREMENTS

DOCUMENT NO. : 056 – 01 Total sheets - 20

Polyethylene pipes for underground networks for natural gas distribution
General requirements

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1. SUBJECT AND AREA OF APPLICATION

This specification defines the requirements which must be met by polyethylene (PE) pipes used to construct underground networks for natural gas distribution.

This specification is based on draft standard EN 1555-2, which states the options and defines supplementary requirements arising from specific provisions on safety and historic constraints relating to our networks.

Testing of the pipes is carried out in accordance with the procedures described in document 056-03 “Polyethylene pipes for underground networks for natural gas distribution - Quality control of pipes”.

2. REFERENCE STANDARDS AND SPECIFICATIONS

ISO 760: 1978	Determination of water - Karl Fisher method (General method) ISO
4437: 1997	Buried polyethylene (PE) pipes for the supply of gaseous fuels- Metric series- Specifications
ISO 6259-3: 1997	Thermoplastics pipes - Determination of tensile properties-Part 3: Polyolefin pipes
ISO 3126: 1974	Plastic pipes- Measurement of dimensions
ISO 1183: 1987	Plastics - Methods for determining the density and relative density of non-cellular Plastics
ISO/DIS 1183-3	Plastics - Methods for determining the density of non- cellular plastics - Part 3: Gas pyknometer method
ISO 2505-1: 1994	Thermoplastics pipes - Longitudinal reversion - Part 1: Determination methods
ISO 2505-2: 1994	Thermoplastics pipes - Longitudinal reversion - Part 2: Determination parameters
ISO 1167: 1996	Thermoplastics pipes for the conveyance of fluids- Resistance to internal pressure- Test method
EN 728:1997	Plastics piping and ducting systems - Polyolefin pipes and fittings – Determination of oxidation induction time.
EN 1056: 1996	Plastics piping and ducting systems - Plastics pipes and fillings - Method for exposure to direct (natural) weathering.
prEN 1555-1: 2001	Plastics piping systems for the supply of gaseous fuels- Polyethylene (PE)-Part 1: General.
prEN 1555-2: 2001	Plastics piping systems for the supply of gaseous fuels - Polyethylene (PE) – Part 2: Pipes.

EN ISO 12162: 1995	Thermoplastics materials for pipes and fittings for pressure applications- Classification and designation-Overall service (design) coefficient.
EN ISO 13479	Polyolefin pipes for the conveyance of fluids - Determination of resistance to crack propagation - Test method for slow crack growth on notched pipes (notch test).
ISO 4440-1: 1994	Thermoplastics pipes and fittings - Determination of melt mass-flow rate - Part 1: Test method.
ISO DIS 9080	Plastics piping and ducting systems - Determination of the long-term hydrostatic strength of thermoplastics materials in pipe form by extrapolation.
ISO 13477: 1997	Thermoplastics pipes for the conveyance of fluids - Determination of resistance to rapid crack propagation (RCP) - Small-scale-steady-state test (S4 test).
IS 14885: 2001	Polyethylene pipes for the supply of Gaseous Fuels-Specifications.
056-05	Polyethylene compounds for the manufacture of pipes and fittings for Underground natural gas distribution networks. Acceptance procedure.

3. DEFINITIONS

3.1. BATCH OF COMPOUND

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

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

3.2. BATCH OF PIPES

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

3.3. MINIMUM REQUIRED STRENGTH (MRS 10)

Standardized class of compounds for which the Lower Confidence Limit (LCL) is equal to 10.

3.4. PE 100

Standard designation for PE compounds in class MRS 10.

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

3.5 LOWER CONFIDENCE LIMIT (LCL)

A quantity with the dimensions of stress, in Mega Pascal, which can be considered as a property of the material under consideration and represents the 97.5% lower confidence limit of the predicted long-term hydrostatic strength at a temperature of 20°C for 50 years with internal water pressure.

3.6 Standard Dimensions Ratio (SDR)

SDR is the quotient of the nominal outside diameter and the nominal wall thickness (expressed rounded to one decimal)

SDR = de/en

de = nominal diameter of pipe

en= nominal thickness of pipe in mm

3.7 Overall Service (Design) Co-efficient (C)

C is an overall co-efficient with a value greater than 1 which takes into consideration service condition as well as properties of the components of a piping system other than those represented in the lower confidence limit. For this specification the minimum of C is 2.0

3.8 Maximum Allowable Operating Pressure (MAOP)

The highest effective pressure of the gas in the pipeline system expressed in bar, which is allowed in continuous use. It takes into account the physical and the mechanical characteristics of the components of the piping system.'

It is given by the equation:

MAOP = (20 X MRS) /(C X (SDR – 1))

4. MATERIAL SPECIFICATION

The PE compounds that are acceptable shall conform to the requirements for PE 100 described in EN I555-1. In order to be approved, materials shall conform with the AGL technical specification 056-05 "Polyethylene compounds for manufacture of pipes and fittings for underground networks for natural gas distribution - Acceptance procedure."

Approved materials are listed in Appendix 1.

Characteristics of PE Compound are given in Appendix 3.

Following are forbidden :

a. use of recycled materials;
b. mixture of different materials
c. addition of complementary materials by the pipe manufacturer.

5. CHARACTERISTICS

5.1. RAW MATERIAL

All the characteristics of the PE Compound are in accordance with the provisions of EN 1555-1 or IS 14855 for PE 100 materials and for the limit values listed in the table in Appendix 3.

5.2. PIPES

5.2.1. Physical characteristics

5.2.1.1. Appearance of pipes

The appearance of the pipes is checked in accordance with 6.1.

The pipes must be square cut with smooth trimmed ends.

The internal and external surfaces of the pipes, examined visually without magnification, are uniform and smooth.

The pipes are free of scratches, pits, voids, blisters, occlusions or cracks.

5.2.1.2. Colour

The pipes shall be orange in accordance with the local requirements.

5.2.1.3. Density

Density is measured in accordance with the provisions of § 6.2. The measured value must correspond to the data listed in the table in Appendix 3, allowing for possible differences caused by measuring on the pipe instead of granulate.

5.2.1.4. Melt mass-flow rate (MFR)

The melt mass-flow rate MFR (190°C - 5 kg), measured on a sample taken from the pipe in accordance with 6.3., is within the limits stated in the table in Appendix 3: characteristics of PE Compound.

In addition, the discrepancy in absolute value between the MFR measured on a pipe sample and that measured on a sample of raw material may not exceed 20% of the latter.

5.2.1.5. Volatile content

The volatile content, measured on a pipe sample in accordance with Clause 6.4., may not exceed 350 mg/kg.

5.2.1.6. Water content

The water content may be estimated by measuring the volatile content.

If the volatile content, measured in accordance with 6.4., is more than 250 mg/kg, the water content must be ascertained.

The water content, measured in accordance with 6.5., must be 250 mg/kg or less.

5.2.1.7. Thermal stability (OIT)

Thermal stability is measured in accordance with § 6.6 on samples taken from the wall at random.

The minimum oxidation induction time at 210°C is 20 minutes. The maximum admissible decrease in the oxidation induction time measured on a pipe sample compared to that measured on the raw material, may not exceed 20% of the latter.

5.2.1.8. Resistance to atmospheric influence

Resistance to atmospheric influence is tested in accordance with § 6.7.

The exposure dose corresponds to a total energy of at least 3.5 GJ/m2.

After testing, the pipe sample must meet the specifications laid down in § 5.2.1.7 (thermal stability), 5.2.2.2 (resistance to internal hydraulic pressure) and 5.2.2.5 (stress at yield point and elongation to fracture). In the latter test, only elongation to fracture is taken into consideration.

5.2.2. Mechanical characteristics –

5.2.2.1. Internal stresses

Internal stresses are measured in accordance with § 6.8. The variation in length between the reference points must be 3% or less.

5.2.2.2. Resistance to internal hydraulic pressure

The tests are carried out in accordance with §6.9. The test specimens taken from a batch of pipes show no leakage in the conditions of temperature, wall stress and test length stated in the tables in Appendix 4: resistance to internal hydraulic pressure.

If, for a given material, during the test at 80°C - 165 hrs with the highest wall stress σ, fracture occurs before the specified time and is ductile in nature, the tests are repeated with a minimum time of 1,000 hrs and the corresponding wall stress level as specified in Appendix 4.

5.2.2.3. Resistance to slow cracking (Notch test)

The test is carried out on pipes with a nominal diameter >= 90 using the test method stated at 6.10.

No fracture will occur on the samples for test periods of less than 500 hrs.

5.2.2.4. Resistance to growth of cleavage fractures

Pipes with a diameter >= 90 are tested in accordance with the test described at § 6.11. The critical pressure at 0°C is at least 3 bar.

5.2.2.5. Stress at yield point and elongation to fracture

The test is carried out as described at Cl 6.12.

The minimum stress at the yield point is defined in the table "Characteristics of PE Compound" (Appendix 3).

Elongation to fracture must be more than 350% for each test specimen.

5.2.3 Dimensional characteristics

The dimensions are measured in accordance with 6.13.

5.2.3.1. Series

The pipes should belong SDR – No. Table

DIA (mm)	SDR	Thickness (mm)
20	11	3
32	11	3
63	11	5.8
125	17	7.4

5.2.3.2. Length

The length of the pipes is specified in the order. The preferred lengths are defined in §8.2.

The tolerances for rolled pipes are: - 0 / + 0.50 m

5.2.3.3. Mean external diameter Dm

The extreme mean external diameters are stated in ISO 4437.

5.2.3.4. External diameter D – ovalisation

The maximum deviation permitted in relation to nominal diameter de is given ISO 4437. In the event of dispute regarding the dimensions of rolled pipes, the dimensions shall be reviewed 24 hours After the pipe has been unrolled.

5.2.3.5. Thickness

The thicknesses are given in table A and have been taken from IS 14885

5.2.4 Reversion Test

When tested as per Clause 6.14, the value of longitudinal reversion shall not be greater than 3%.(Specified in IS 14885).

5.2.5 Tensile Test

When tested in accordance with Cl. 6.15 at 23+/-10C at a speed of 100 mm/min +/- 10% for specimen thickness below 5 mm and at a speed of 25 mm/min for thickness above 5mm, the value obtained shall be as follows:

Tensile yield strength 15 MPa, Min

Elongation at Break 350 %, Min

5.2.6 Squeeze off

On all sizes of pipe up to and including 400 mm diameter, strength after squeeze-off and subsequent re - rounding, must be demonstrated by testing as per Cl. 6.16.

5.2.7 Pigment Dispersion

When tested as per Annex E of IS 14885, the grading should be <=3.

6.0 TEST METHODS

6.1. APPEARANCE

The pipes are presented on suitable work surfaces and examined visually.

A suitable artificial lighting system is used to examine their internal appearance.

6.2. DENSITY

The density is tested using the method described in ISO 1183, with the result expressed in kg/m3.

6.3. MELT MASS-FLOW RATE (MFR)

The melt mass-flow rate shall be ascertained in accordance with standard ISO 4440-1 or IS-14885.

6.4. DETERMINATION OF VOLATILE CONTENT

The volatile content is checked using the method described in ISO 4437/IS 14885.

6.5. DETERMINATION OF WATER CONTENT USING KARL FISCHER METHOD The

water content is measured using the Karl Fischer method described ISO 760.

6.6. THERMAL STABILITY (OIT)

The test is carried out in accordance with the minimum oxidation induction time (OIT) of the material from the product shall be >= 20 min when tested as per Annex. D of IS 14885.

6.7. RESISTANCE TO ATMOSPHERIC INFLUENCE

Resistance to atmospheric influence is tested in accordance with the specifications of standard EN 1056.

Artificial exposure is also acceptable, provided it can be proved that the test is equivalent to the natural exposure test.

6.8. INTERNAL STRESSES

Internal stresses are measured using the methods described in ISO 2505 Or Inversion test

as per IS 14885.

Table B below states the time depending on the thickness of the pipe and the method used.

Table B

Wall Thickness (mm)	Time in Minutes	
	Bath	Stove
e < 8	15	60
8<=e<16	30	120
16<=e	60	240

6.9. RESISTANCE TO INTERNAL HYDRAULIC PRESSURE

The test method is that described in ISO 1167.

The test pressure is calculated using the following formula, based on the nominal diameters and thicknesses.

$$P = 10.\sigma(2.en)/(de-en)$$

where

σ = pipe wall stress in MPa

de = nominal diameter of pipe

en= nominal thickness of pipe in mm

p = test pressure in bar

In the event of dispute, the test pressure shall be calculated on the basis of the diameters and thicknesses measured.

The test specimens taken from a batch of pipes show no leakage in the conditions of temperature, wall stress and test length stated in the tables in Appendix 4: resistance to internal hydraulic pressure.

Fractures at 80°C must be of the cleavage type. The minimum fracture time is defined by the straight line at 80°C connecting the points specified in the tables in Appendix 4.

If the pressure and/or temperature limits specified are exceeded, this is noted in the report stating the reason and scale (times and limit values).

If during the minimum specified time the pressure and/or temperature have exceeded the upper limits determined by the standard, the test is taken into consideration if the cracking time is higher than the specified minimum. Otherwise, the test must be repeated.

On the other hand, the test must be repeated if the pressure and/or temperature fall below the lower limits.

6.10. RESISTANCE TO SLOW CRACKING (NOTCH TEST)

The test is carried out in accordance with EN ISO 13479 at 80°C on a notched pipe with a wall stress of 4.6 MPa.

6.11. RESISTANCE TO GROWTH OF CLEAVAGE FRACTURES

Resistance to the growth of cracks is tested using test S4 described in standard ISO 13477.

The test temperature is 0°C and the knife speed 20 m/sec.

6.12. STRESS AT YIELD POINT AND ELONGATION TO FRACTURE

The test is carried out in accordance with ISO 6259-3.

In the case of pipes with coextruded yellow lines, all test specimens must be taken such that the yellow marking axis coincides with the longitudinal axis of the test specimen.

For thicknesses of less than 12 mm, the test specimens shall be cut using a hollow punch.

The traction speed is 100 mm/min.

6.13. DIMENSIONS

All dimensions, except for lengths, are measured at a temperature of 23 ➖} 2°C using the methods described in ISO 3126.

6.14 Reversion Test

Shall be tested in according to the procedure given in Annex. C of IS 14885

6.15 Tensile Test

Shall be tested according to the procedure given in Annexure J of IS 14885.

6.16 Squeeze off

Shall be tested in accordance with Annexure G of IS 14885.

7. MARKING

Marking shall be as per IS:14885.
The marking is repeated at least once per meter. This marking is done on two diametrically opposite generating lines. The empty space between two technical data is filled by alternate repetition of the word "GAS".

Marking must be indelible and visible in colour.

The stamping must not affect the quality of the pipe.

The minimum height of the characters must be:

• 3 mm for nominal diameters <= 63

• 5 mm for nominal diameters >= 110.

The depth of the marking must be <= 0.1 mm in the case of pipes with a nominal diameter <= 110 and <= 0.2 mm in the case of pipes with larger diameters.
Manufacturer can go for Inkjet printing.

Marking of the pipes shall include, in the following order, on each generating line:

• the word "GAS";

• the nominal diameter and the thickness of the wall;

• the SDR series;

• the date of manufacture (year, month, day);

• the work team in Roman numerals (optional printing on pipe but should be traceable from batch/test certificate;

• the commercial name or code of the resin used (see Appendix 2);

• the code of the extrusion machine (optional printing on pipe but should be traceable from batch/test certificate;

• the name or style of the manufacturer.

• BIS certification mark of Manufacturer.

Any conflict with what is specified above to IS14885, either in terms of the application technique or the data specified, must be submitted to the AGL for approval in advance.

8. PACKAGING AND STORAGE

8.1. GENERAL

The manufacturer shall take all necessary action to prevent the pipes from deteriorating during storage, loading and transport.

The pipes shall be supplied in rolls.
The pipes are fitted with sealing devices at both ends, of a model approved by the Company.

8.2. LENGTHS

The preferred pipe lengths are given in table C below.

TABLE C

Nominal diameter 'de' (mm)	Preferred length in meters
	Reels
20	200
32	200
63	100
125	50

8.3. PACKAGING

8.3.1. Packaging of rolled pipes

Each roll includes an adequate number of hoops made from cords or bands of synthetic material, evenly distributed around the whole circumference of the bundle. In each case there must be a hoop less than 0.3 m from each end of the pipes.

The coils shall be supplies in a loose form duly wrapped by black PE film with additional protection of woven jute sack from outside to avoid direct sunlight and transit damage and facilitate out door damage.

8.4. HANDLING AND STORAGE

Immediately after production, pipes shall be handled with great care from the production line to the storage place, in order to avoid any damage such as scratches, notches, superficial wear and tear, holes, dented walls or similar.

If handled by forklift or similar equipment, the metallic forks shall be covered with a soft material in order to avoid any damage to the pipes.

The extremities of the pipes shall not be in contact with the floor while handling.

Indoor storage is preferred.

Outdoor storage is permitted at the following conditions:

• Storage periods are not exceeding one month

• Pipes are protected from direct sunlight by a suitable shelter.
• Pipes are stored on a hard storage surface clean from excessive dust, stones, water etc.

• Pipes are not in contact with the soil, but are supported by soft material such a wood etc.

• Pipes are protected from damages caused by traffic of forklifts, trucks etc.

8.5 SEALS

Prior to execution of the order, the manufacturer must submit to the Company the seals which it intends to use for all the types of pipes ordered.

The seals shall preferably be made of PE or a material which does not adulterate polyethylene. Metal and PVC seals are not permitted. The seals must be able to withstand storage times as guaranteed in § 8.6. of this specification, and also to withstand handling during installation.

They must not be brittle or sharp and the materials, shapes and dimensions thereof must be such that they cannot fully penetrate inside the pipes.

They are of the internal plug type for all pipes supplied in straight lengths, and for pipes rolled in coils or on reels, the seals may be caps.

All seals are fitted with a valve to prevent pressurization or depressurizations of the pipes, depending on climatologically temperature cycles.

In theory, they are placed on the pipes immediately after completion of the manufacturing tests, but before storage of the pipes. In the event of acceptance, the pipe plugs are removed and replaced by the supplier.

The seals cannot be recycled after the pipes have been installed. Their removal on site should not require the use of special tools.

8.5. STORAGE WARRANTY

It must be possible to store the pipes in the open air, protected from direct sunlight, without taking any other special precautions for at least two years from the date of manufacture stated on the pipe.

The storage warranty covers continued conformity of the dimensions, characteristics and performances laid down in this specification.

8.6. DEADLINE FOR SUPPLY

The pipes must be supplied to the user within one month following the date of manufacture.

9. PRODUCT TYPE-APPROVAL

For the purposes of type-approval of the product, the manufacturer is obliged to supply a technical file as defined in AGL procedure 056 – 06.

Type-approval of the products is carried out in accordance with the aforementioned procedure.

Any change to the type-approved product, process or manufacturing equipment must be notified to the Company in writing.
Any failure in this respect shall incur withdrawal of type-approval until termination of the contract.

APPENDIX 1

Approved materials

The materials which have passed the "AGL" approval procedure for PE materials (" 056-06") are approved for manufacture of the pipes.

For information, the following materials have been approved to date:

Solvay Eltex TUB 121 (black)	PE 100
or Eltex TUB 125 (orange)	
Borealis HE 3492LSH	PE 100
Total XSC 50	PE 100
Dow BG 10050	PE 100
Lyondell Basell Hostalen CRP 100	PE 100

APPENDIX 2

Code for different raw materials
for PE 100 (Orange Material)

Manufacturer
SOLVAY
BOREALIS /BORAOGE
FINA
DOW
ELENAC
INEOS
Total petrochemicals
Lyondell Basell

*Based on the GERG List

APPENDIX 3

Characteristics of PE Compound

Characteristics of the PE Compound in n Granules Form					
Sr No	Characteristics	Unit	Requirements	Test Parameters	Test Method
1	Conventional density (of base polymer)	kg/m3	≥ 930	23 ºC	IS 7328
2	Melt flow rate (MFR)	g/10 min	0.20 ≤ MFR ≤ 1.40 The tested value of MFR shall be with in ± 20 percent of the nominated value declared by the compound manufacturer	190 ºC/5.0 kg	IS 2530
3	Thermal stability (oxidation induction time)	min	≥ 20	200 ºC	Annex B of IS 4984
4	Volatile content	mg/kg	≤ 350	Number of test pieces = 01	Annex C of IS 4984
	Water content*	mg/kg	≤ 300 (equivalent to < 0.03 percent by mass)	Number of test pieces = 01	Annex D of IS 4984
	Pigment dispersion	Grade	≤ 3		Annex A

*This requirement is only applicable if the measured volatile content is not in conformity to the specified requirement. In case of dispute, the requirement for water content shall apply. The requirement applies to the compound producer at the stage of compound manufacturing and to the compound user at the stage of processing. (If the water content exceeds the limit specified, drying is required prior to use.)

Characteristics of the PE Compound in Pipe Form					
Sr No	Characteristics	Unit	Requirements	Test Parameters	Test Method
1	Resistance to gas condensate	_	No failure during the test period of the test piece	Test Temperature = 80 ºC Test Period = 20 h, Min	Clause 5.5 of IS 14885
2	Resistance to weathering	_	5.6	5.6	Clause 5.6 of IS 14885
3	Tensile properties Tensile yield strength, Min Elongation at break, Min	 MPa Percent	 15 350	 23 ºC 23 ºC	Clause of IS 14885 8.8 8.8
4	Resistance to slow crack growth rate (hydraulic characteristics of notched test pieces for pipes of size more than 63 mm		No failure during the test period of the test piece	Test Temperature = 80 ºC Internal Test Pressure: PE 100 = 0.92 Test Period = 500 h, Min Test pieces to be prepared as per Annex J of IS 4984 from SDR 11/110 mm nominal dia pipes	Annex E of IS 4984

1) See Explanatory Notes at Annex L

NOTE — Indian testing methods mentioned in IS 7328 and IS 2530 for the determination of conventional density and mass flow rate have been found co-related with ISO/British Standard Testing methods, such as ISO 1183-1983(E), ISO 1133-1991(E), ISO 6964 and BS 2782 Part 8, method 823-A, 823-B, 1978 respectively. The compound shall confirm to the weathering requirements for Thermal stability as above, hydrostatic strength HS (165 h-80°C) at induced stress 4.6 MPa and 5.5 MPa for PE- 80 and PE-100 material respectively and elongation at break 350 percent minimum After exposure of the test as per Annex F.

APPENDIX 4

Resistance to internal hydraulic pressure

Specification of test parameters

PE 100 materials (MRS1O)

Test type	Minimum Time hours	Type of fracture
200C-б>=12.4 MPa	100	Ductile
400C- б>=5.5 MPa	165	Cleavage
800C-б>=5.0 MPa	1000	

If a ductile fracture occurs during the test at 80°C - 165 hrs, the test is repeated for 1,000 hrs at a lower stress level.

POLYETHYLENE PIPES FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION - TECHNICAL DATA SHEET

DOCUMENT NO. : 056 – 02 Total sheets - 5

Polyethylene pipes for underground networks for natural gas distribution
Technical Datasheet

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1.0 REFERENCE AND STANDARD DOCUMENTS

056 - 01	Polyethylene pipes for underground networks for natural gas distribution - General requirements.
056 - 03	Polyethylene pipes for underground networks for natural gas distribution -Quality control of pipes.
056 - 06	Supplementary procedure for type-approval of polyethylene pipes for underground networks for natural gas distribution.
IS 14885	Polyethylene Pipes for the Supply of Gaseous Fuels-Specification

Dn	en	SDR	Coil Length in meters	Total Length Km	Approved Material	Weight/m (Kg/m)
20	3	11	200	As PER Tender SOR	E3-N3-F3-D1-H3	0.116
32	3	11	200		E3-N3-F3-D1-H3	0.278
63	5.8	11	100		E3-N3-F3-D1-H3	1.054
125	7.1	17.6	50		E3-N3-F3-D1-H3	2.774

(*) approximate value according to DIN 8074

Manufacturer	Grade	Code(*)
SOLVAY	Eltex TUB 121 (Black) or Eltex TUB 125 (Orange)	E3
BOREALIS / BOROAGE	BOREALIS – BORSAFE HE3492 - LSH	N3
TOTAL PETROCHEMICAL	TOTAL XSC50	F3
DOW	BG 10050	D1
LYONDELL BASELL	HOSTALEN CRP100	H7

*Based on the GERG List

POLYETHYLENE PIPES FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION – QUALITY CONTROL OF PIPES

DOCUMENT NO. : 056 – 03 Total sheets - 16

POLYETHYLENE PIPES FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION QUALITY CONTROL OF PIPES

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1. SUBJECT AND AREA OF APPLICATION

The purpose of this document is to define the test requirements to be met by PE pipes in accordance with the latest version of the AGL specification listed on reference documents 056 – 01, - 02, - 06.

2. REFERENCE AND STANDARD DOCUMENTS

056 - 01	Polyethylene pipes for underground networks for natural gas distribution - General requirements.
056 - 02	Polyethylene pipes for underground networks for natural gas distribution -Technical data sheet.
056 - 06	Supplementary procedure for type-approval of polyethylene pipes for underground networks for natural gas distribution.
IS 14885	Polyethylene Pipes for the Supply of Gaseous Fuels-Specification

3. GENERAL PRINCIPLES

3.1. MANUFACTURER'S RESPONSIBILITY

The manufacturer is totally responsible for the quality of the pipes which he manufactures. Acceptance Test procedures do not absolve him from this responsibility.

In order to ensure that the pipes comply with the specification in every case, tie pipes are tested by the factory control department, which is separate from its production department.

The pipes supplied are guaranteed for one year after commissioning or three years maximum after the date of manufacture.

3.2. QUALITY ASSURANCE

The manufacturer must have a quality assurance system in place as described in standard EN 29001 or EN 29002. The quality manual must be supplied to the Owner/ owner representative Quality Control Department.

The quality assurance system shall be certified by an accredited body.

3.3. SPECIMEN SAMPLE OF GRANULATE

The manufacturer shall supply the Owner/ owner representative Quality Control Department with a kilo of granulate from each batch of material used to manufacture the pipes.

The specimen sample is taken in the presence of the Owner/ owner representative Quality Control Department official if testing takes place during manufacture. A suitable container shall be supplied to the manufacturer by Owner.

All necessary precautions shall be taken to prevent contamination and deterioration of the granulate during sampling and during subsequent handling of the sample.

4. TESTS

4.1. TESTS CARRIED OUT BY THE MANUFACTURER

4.1.1. General

It is essential to comply with the provisions in the following sections to ensure that the pipes confirm to the specification in every case.

All the pipes are individually numbered. This marking is done using an inert product which will not adulterate the quality of the pipes (e.g. lithographic chalk). The pipe number consists of a maximum of three digits. In the case of pipes with a diameter of 90 mm or more, the number is marked on the inside. For rolled pipes and pipes on drums, it is applied on an adjoining label and the marking must not be subject to deterioration.

4.1.2. Individual tests

4.1.2.1. Appearance

The external and internal appearance of each pipe is checked in accordance with the document, “Assessment of appearance defects on the internal and external surfaces of polyethylene pipes for underground networks for natural gas distribution” (see Appendix 5). A suitable artificial lighting system is used to check the internal appearance.

4.1.2.2. Dimensions

The thickness and average diameter (see Appendix 2), measured in the conditions defined in the specification, are entered in an inspection document which includes the dates of manufacture and the production team, extruder number, code of the material used, pipe number and, if a pipe is declared invalid, the reason for the rejection.

When the manufacturer carries out continuous Measurement of the thickness, the record of the values measured shall include all the details necessary for marking of the pipes.

The, inspection documents and any records shall be supplied to the Owner/ owner representative official.

4.1.3. Each batch of material

The pipe manufacturer shall ask the raw material manufacturer for a certificate showing:

- melt mass-flow rate;
- water content;
- density;

- carbon black content;
- black quality;
- thermal stability.

The pipe manufacturer shall carry out the following checks and tests on each batch of material:

- melt mass-flow rate on resin before use;
- volatile and water content;
- Thermal stability of the resin.

These checks and tests shall be carried out in the conditions laid down in technical specification 056 – 01.

The results are entered in documents showing full identification of the batch of pipe, to be supplied to the Owner/ owner representative official.

4.1.4. Each batch of pipes

For each batch of pipes, the manufacturer shall carry out the following checks and tests in addition to the above-mentioned individual tests:

- ovalisation;
- length;
- melt mass-flow rate on pipe;
- Thermal stability of pipe;
- internal stresses;
- resistance to internal hydraulic pressure at 20°C and 80°C;
- determination of traction characteristics of pipes; tension at yield point at 23°C and elongation to fracture at 23°C;
- end-to-end weld ability for pipes with diameters of 110 mm or more.

These checks and tests are carried out in the conditions defined in technical specification 056 - 01

The results are entered in documents showing full identification of the batch of pipes and supplied to Owner/ owner representative.

4.1.5. Type-approval of pipes

When a new material aid/or a new extruder is used, the manufacturer must have the product type approved in accordance with the 056 - 06 type-approval procedure.

4.1.6. Special tests

- Resistance to atmospheric influence.
- Resistance to growth of cleavage fractures.

- Resistance to slow cracking (notch test).

If necessary, these tests shall be carried out by mutual agreement in an independent laboratory.

4.2 FACTORY ACCEPTANCE BY OWNER/ OWNER REPRESENTATIVE QUALITY CONTROL DEPARTMENT OFFICIAL

4.2.1. General

Acceptance tests are carried out in the presence of an official from the Owner/ owner representative Quality Control Department.

All checks and tests are carried out in the conditions laid down in technical specification 056 - 01

The results must be in accordance with the provisions specified therein and with the individual specifications of the order.

On each visit, the manufacturer provides the Owner/Owner's representative free of charge with the facilities and personnel necessary to carry out the tests laid down in the specification. In addition, during execution of the order, the Owner/Owner's representative has access to the storage installations for the raw materials before manufacture, the manufacturing and testing installations and the storage areas for the pipes for which Owner/Owner's representative is responsible for testing.

On arrival at the factory for his inspection, Owner/Owner's representative receives a certificate for each batch of pipes presented for acceptance. This document shall be consistent with the specimen in Appendix 3.

In addition, when acceptance relates to part of an order, the supplier must provide the Owner/Owner's representative with a stock list and a history of the stock of pipes intended for CONSULTANT. A specimen of this form is attached to this document: Appendix 4.

Whenever so requested by the Owner/Owner's representative, the manufacturer must be able to provide him with recent test and calibration reports for the measuring instruments and test installations.

4.2.2. Convening notice for acceptance

The acceptance convening procedures are specified in the order.

4.2.3. Acceptance tests

4.3.2.1. Appearance, dimensions and marking

The number of pipes examined is at least 10 % of the pipes presented for acceptance.

The pipes to be examined are placed on work trestles or grids for ease of testing.

Rolled pipes are presented on reels.

4.2.3.2. Checking of characteristics

For each batch of pipes as defined in technical specification 056 - 01 or a constituent part thereof, the minimum samples to be taken are stated in the table in Appendix 1.

4.3 ACCEPTANCE AND REJECTION

4.3.1. Appearance, dimensions and marking

Any failure means that the batch is rejected. It may however be presented again after sorting, with the agreement of the Owner/Owner's Consultant.

4.3.2 Checking of characteristics

Any result which is not in accordance with the provisions of the specification and the individual specifications of the order shall give rise to a repeat test on at least double the number of samples. If the unfavorable result is confirmed, the batch is definitively rejected. If the unfavorable result is invalidated, the batch is accepted.

By way of additional investigation, other analyses or examinations may be carried out by mutual agreement, at the manufacturer's expense.

4.4 DISPATCH WITHOUT ACCEPTANCE

If Owner/Owner's representative decides to waive the acceptance procedures, it reserves the right to ask the manufacturer to carry out the acceptance tests and checks laid down in 4.2.3.

The supplier is obliged to send the Owner/Owner's representative a factory certificate, the stock lists and the acceptance test and check report if these have been requested.

These documents shall contain the order references.

Failure to observe the above procedures shall be sanctioned by refusal to take delivery.

APPENDIX 1 – TABLES OF SAMPLES

Test	Quality criterion as per specification G001-1	Test method As per Specifications G001-1	No of samples per batch	Number of test specimens
Internal stresses	§ 5.2.2.1	§ 6.8	2	3 from the same pipe
Determination of traction characteristics	§ 5.2.2.5	§ 6.12	2	3 from the same pipe
Melt mass flow rate	§ 5.2.1.4	§ 6.3	2	1 from Same pipe
Resistance to Internal hydraulic Pressure -at 200C -at 800C	§ 5.2.2.2	§ 6.9	 1 1	 2 test specimen(+2 reserves)(1) 1 test specimen per pipe 2 test specimen(+2 reserves)(1) 1 test specimen per pipe
Weld ability Traction on welded Pipe Resistance to internal hydraulic pressure -at 200C -at 800C	§ 5.2.2.6 § 5.2.2.2	§ 6.13 § 6.9	2(4) 1 1 1	2 section of different pipe welded end to end 1 welded sample(3) See note (2) See note (2)
Resistance to slow cracking of notched pipe (Notch test)	§ 5.2.2.3	. § 6.10	4(3)	See note (5)
Resistance to growth of cleavage fractures	§ 5.2.2.4.	§ 6.11	4(3)	See note (5)
Thermal stability of PE	§ 5.2.1.7.	§ 6.6	1(3)	See note (5)

Notes

(1) Number of test specimens to be tested: 1 specimen at start of manufacture and 1 specimen at end of manufacture per shift basis.

(2) In agreement with the Owner official, these tests on welded test specimens may be included in the series of tests designed to check resistance to internal hydraulic pressure.

(3) Performance of this test is left to the discretion of the Owner/Owner's Representative.

(4) The number of welded samples per batch may be increased to three if the Owner official has decided to carry out the traction test on the welded sample.

(5) The taking of samples is left to the discretion of the Owner official, if the manufacturer is not equipped to carry out these tests properly, they shall be carried out at the manufacturer's expense in a reputed laboratory chosen by Owner.

APPENDIX 2- DIMENSIONAL REQUIREMENTS

The pipes belong to either series SDR 11 or SDR 17 defined below:

THICKNESS

Nominal Diameter de	SDR 11			SDR 17		
	en	emin in mm	emax in mm	en	emin in mm	emax in mm
20	3	3	3.4	-	-	-
32	3	3	3.5	-	-	-
63	5.8	5.8	6.6	-	-	-
125	-	-	-	7.4	7.4	8.3

MEAN EXTERNAL DIMENSIONS

Nominal Diameter de	MEAN EXTERNAL DIAMETER dm	
	dm min. in mm	dm max in mm
20	20	20.3
32	32	32.3
63	63	63.4
125	125	125.8

APPENDIX 3- ASSESSMENT OF APPEARANCE DEFECTS ON INTERNAL AND EXTERNAL SURFACES OF POLYETHYLENE PIPES FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION

1 PREAMBLE

The internal and external surfaces of the tubes are examined visually with the naked eye, without magnification and under adequate lighting.

2. DESCRIPTION OF MAIN APPEARANCE DEFECTS

2.1. DEFECTS CAUSED BY HANDLING OR STORAGE

2.1.1. Incrustation with foreign matter

Pebbles, sand, glass, filings, wood splinters, etc..

2.1.2 Scratches

Narrow continuous lesions.

2.1.3 Notches

Incisions made by a sharp instrument.

2.1.4 Superficial wear and tear

Surface deterioration resulting from friction against foreign matter.

2.1.5 Holes

Holes in the wall caused by forceful insertion of a generally pointed object (e.g.: nails, probes, screws, etc.).

2.1.6 Dented walls

Permanent distortion of the wall accidentally caused during handling.

2.2 MANUFACTURING DEFECTS[1]

2.2.1. Continuous longitudinal internal lines

Longitudinal marks evenly distributed around the inner circumference of the pipe, caused by fusion of material faces on exit from the extrusion tool. These marks are caused by an incorrect choice of transformation parameters.

2.2.2. Continuous longitudinal lines inside and outside

These do not exceed 0.20 mm in depth.

- They may be caused by the defective condition of the calibrators or the sealing device for the calibration system, in which case they are isolated instances.

- They may be caused by friction of residual deposits attached to parts of the extrusion tool, the calibrators or the sealing plug of the calibration system. In this case, they are generally randomly distributed.

These deposits may consist of waxes, oxidized polyethylene or other products which are released during transformation of the material in the extruder or which are present in the cooling water.

2.2.3. Incrustation with residual matter generated during extrusion

The deposits defined in 2.2.2. work loose and are crushed in the external wall of the pipes while passing into the calibrator, or adhere to the internal wall of the pipes.

2.2.4. Presence of foreign matter in the polyethylene resulting from contamination of the raw material

This contamination may be caused by all sorts of liquid or solid products (oil, paper. cardboard, plastics, glass, sand, dust, etc.).

2.2.5. Excessive water and volatile contents

2.2.5.1. Porosity

Defects generally caused by volatile matter which occur specifically when the water and volatile contents are too high.

[1] The term extrusion defect covers all defects resulting from the complete pipe manufacturing process.

2.2.5.2. Craters (surface spalling)

Shallow or deep conical cavities the cause of which is difficult to establish, generally the result of water and volatile contents being too high.

2.2.6 Pitting

Defects in the shape of aligned dots, either in clusters or dispersed, which are often connected with carbon black anomalies.

2.2.7 Unfused parts

Molecular polyethylene elements which are totally or partially unfused and located both on the surface and right inside the thickness of the pipe wall.

2.2.8 Cavities

Superficial denting of the external wall, sometimes replicated on the internal wall.

This is the result of distortion caused by a drop of water between the pipe and the calibrator at the intake.

The water comes from the calibrator cooling system and is a common phenomenon if the pressure of the calibrator cooling water is too high.

2.3. DEFECTS CAUSED BY MARKING

2.3.1 Marking too deep

This is caused by incorrect setting of the stamps or the stamp design.

2.3.2 Indentations caused by the tool holding the marking stamps

These are the result of incorrect settings or wear and tear.

3. ASSESSMENT CRITERIA

3.1. CRITICAL DEFECTS

The following defects are critical:

• Continuous longitudinal internal lines (see § 2.2.1.)

• Presence of foreign matter in the polyethylene resulting from contamination of the raw material (see § 2.2.4.)

• Porosity (see § 2.2.5.1.)

3.2 OTHER DEFECTS

Defects caused by handling or storage

Pipes presenting one of the following defects are classified as defective:

• Incrustation with foreign matter (see § 2.1.1.).

• Scratches (see § 2.1.2.), the depth of which is more than 10% of the thickness, with a limit of 0.5 mm.

• Superficial wear and tear (see § 2.1.4.), where the depth of the marks is more than 10% of the thickness, with a limit of 0.5 mm.

• Notches (see § 2.1.3.), the depth of which is more than 10% of the thickness, with a limit of 0.50 mm.

• Holes, the depth of which (see § 2.1.5.) is more than 10% of the thickness, with a limit of 0.50 mm

• Dents in the pipe wall (see § 2.1.6.).

3.2.2 Manufacturing defects

3.2.2.1 Incrustation with residual matter generated during extrusion, craters, pits, unfused elements (see § 2.2.3., 2.2.5.2., 2.2.6. and 2.2.7.)

A sample may present several of the above defects.

Let p be the depth of the defect and e the nominal thickness of the pipe.

Case 1 : p>0.1.e

Any pipe which includes one of the above defects where the depth is more than 10% of the nominal thickness of the pipe is always considered to be defective.

Case 2 : p <= 0.1.e
For a pipe which contains isolated defects[2],the depth of which is 10% of the nominal thickness or less, each defect is allocated a grade g depending on its largest dimension a, excluding the depth. The value of g in terms of a is defined in Table 1.

Table I

Largest dimension a of defects in mm	Grade
1.0<=a<2.0	5
2.0<=a <3.0	10
3.0<=a<4.0	25
4.0<=a<5.0	50
5.0<=a<6.0	51

Defects, the largest dimension of which is less than 1mm are not taken into account.

[2] A defect is considered to be isolated if the gap between the closest edges of two defects is greater than the largest dimension of the defects. Otherwise, it is a single case defect.

A pipe is considered to be defective when it presents a defect, the largest dimension of which is 6.0 mm or more.

A pipe is considered to be defective when the sum of the products of the grades g multiplied by the number of defects n detected along a length of 100 cm exceeds the value L defined in table 2 in terms of the diameter of the pipe.

Table 2

Nominal diameter de	L=Σ(n.g)
20	20
32	20
63	40
125	40

3.2.2.2 Continuous longitudinal marks inside and outside, cavities, marking too deep and indentations caused by marking tool.

Pipes presenting the following defects are classified as defective:

• Continuous longitudinal marks on the inside and outside which are 0.20 mm deep or more (see § 2.2.2.).
• Cavities (see § 2.2.8.).
• Marking too deep (see § 2.3.1.), where the depth is more than 0.20 mm.
• Indentations caused by the marking tool (see § 2.3.2.), where the depth is more than 0.20 mm.

4. ACCEPTANCE CRITERIA FOR BATCHES

4.1. CRITICAL DEFECTS

When a pipe presents one of the defects described in section 3.1., the batch is rejected

Note : Porosity

Rejection is confirmed if the water or volatile contents measured exceed the criteria laid down in the technical specification.

4.2 OTHER DEFECTS

The following rules apply to the sampling test[3].

When examining the pipes comprising the sample batch, let n1 be the number of defective pipes or rolls

if n1=0 the batch is acceptable;

if 1 <= n1 <3 the batch is acceptable, but the defective pipes or rolls are

eliminated; if n1>= 3 a second sample is taken from the batch

presented following the procedures described previously, and the defective pipes or rolls are eliminated.

[3] Sampling: The sample comprises the pipes contained in a whole number of packaging units (crates or rolls) corresponding to 10% in excess of the total length of pipes presented. Examination of the appearance covers the surfaces of the internal and external walls. In the case of pipes rolled on a drum. the appearance is checked for each drum on the sections of pipes in the last layer of rolled coils, as Well as those accessible from the side.

When examining the pipes comprising the second sampling, let n2 be the number of defective pipes or rolls

if n2 = 0 the batch is acceptable;

if 1 <= n2 < 3 the defective pipes or rolls are eliminated;

if n2 >= 3 the batch is rejected. It may be sorted and, if necessary, the balance of the sorting operation may be presented again for testing.

SECTION IV

PAYMENT TERMS

1. TERMS OF PAYMENT

100% (GST Compliant Invoice) Invoice value with taxes and duties will be paid within 30 days, progressively after delivery of material, after adjustment against applicable PRS (PRS will apply on value excluding Input Tax Credit amount) and on submission of invoice complete in all respect, along with following documents:

i) Inspection Release Note (IRN)
ii) LR / GR in original.
iii) Packing List.
iv) Proof of applicable customs clearance including payment of custom duty for imports permitted in the contract.
v) Dispatch instructions / clearance by purchaser.
vi) Documents / drawings as specified in Vendor Data Requirement in Material Requisition Technical Specification.
vii) Contract Performance Bank Guarantee against Delivery Order.
viii) No Dues No Claim Certificate
ix) Performance Bank Guarantee(s) of 10% of individual Order Value. If already submitted, a copy of same.
x) 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.

2. MODE OF PAYMENT

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 DEFINITIONS

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

1.1.1 **Definitions**

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

1.2. **Interpretations**

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

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

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

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

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

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

2.0 SELLER'S SCOPE

2.1 Seller's scope shall include:

(a) Design / Manufacturing / Testing etc of MDPE Pipes 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.

SPECIAL NOTE : Photography and videography shall be permitted during the inspection for documentation and record purposes. The manufacturer shall not restrict or prohibit the inspection team/AGL representative from taking photographs or recording videos of the materials, manufacturing processes, inspection activities, and test results relevant to the scope of inspection.

3.0 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.

4.0 REJECTION

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

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

5.0 LIMITATION OF LIABILITY

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

6.0 GOVERNING LAW

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

7.0 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.

8.0 QUALITY ASSURANCE / QUALITY CONTROL

8.1 The bidder shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.

8.2 The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

8.3 The purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

9.0 THIRD PARTY INSPECTION:

Third party inspection agency authorized by AGL may carry out stage wise inspection during manufacturing / final inspection and before supply to AGL. Only approved Third Party Inspection Agencies shall be engaged by the bidder for inspection of MDPE Pipes 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. M/s Bureau Veritas (India) Pvt. Ltd.
2. M/s Moody International (India) Pvt. Ltd.
3. M/s Dr. Amin Controllers Pvt. Ltd.
4. M/s Certification Engineers International Ltd.
5. M/s Quality Services & Solutions Pvt. Ltd.
6. M/s Phistream Consulting Pvt. Ltd.
7. M/s Hertz Inspection & Services Pvt. Ltd.
8. M/s TUV India Pvt. Ltd.
9. M/s SGS India Pvt. Ltd.
10. M/s International Certification Services Pvt. Ltd.
11. M/s IR Class Systems and Solutions Pvt. ltd.

10.0 CONTRACT PERFORMANCE BANK GUARANTEE:

Within 15 days from the date of award of LOI/Contract Order, the Bidder shall furnish Performance Guarantee in the form of Bank Guarantee/e-PBG to the PURCHASER, for an amount equivalent to 5% of the LOI/Contract Order value (Excluding taxes & duties). Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry of the Warrantee/Guarantee period

11.0 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

NOTE : In case of any ambiguity or discrepancy between the GeM portal and the tender documents, the terms and conditions stipulated in the tender documents shall prevail

SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC)

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1.0 Definitions

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

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

1.1 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions there of together with any subsequent modifications there to.

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

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

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

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

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

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

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

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

1.10 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stage-wise as well as final, before dispatch, at Seller's works and on receipt at SITE as per terms of the CONTRACT.

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

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

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

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

Quantities – Bills of quantities

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

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

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

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

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

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

1.19 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any

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

1.21 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

EQUIPMENT being Seller's responsibility) shall be provided by SELLER without any extra cost.

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

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

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER 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

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

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 cov ering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.

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

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

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

12.0 Performance Guarantee

12.1 Within 15 days after the Seller's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 5% of the Delivery Order value (Excluding taxes & duties).

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

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

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

13 Inspection, Testing & Expediting

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

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

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

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

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

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

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's

representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

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

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

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

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

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

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

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

13.15 **Inspection & Rejection of Materials by consignees**

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

the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, 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

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

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

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 warrantee/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.

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-termassistance, 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 Spare Parts, Maintenance Tools, Lubricants

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

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

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

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two (2) years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

19.8 Lubricants (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, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. The SELLER shall similarly

guarantee repaired or replaced materials for a period of no less than twelve (12) months from the date of replacement/repair.

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

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

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

23 Subletting & Assignment 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that

any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time As Essence of Contract

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

25 Delays in The SELLER's Performance

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

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

ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) Hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

26 Price Reduction Schedule For Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:
In supply contract, the portion of supply completed in all respects which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract the price reduction schedule @0.5% per week or part thereof of the delayed delivery value maximum up to 5% of total Delivery Order value. The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order. 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

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

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:

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

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

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 on finished products shall be reimbursed by PURCHASER upon submission of proof of payment.

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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

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

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 (Not Applicable)

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order up to 100% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of SELLER under the Agreement or otherwise shall be limited to 100% of Agreement / Order price.

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

42 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

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

2. STATUTORY LEVIES

A. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to AGL's account, so long as:

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.

B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

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

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

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

3. Anti - Profiteering Clause

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

43 General Terms & Conditions For Supply

1. PRICE

a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to AGL. The nature and extent of such levies shall be shown separately.

2. TAXES & DUTIES:

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

b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to AGL on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. AGL shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.

b. All downward variations in the rates of all such duties shall be to AGL's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to AGL for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).

c. Custom Duty variation shall be paid by AGL up to the limit of maximum CIF value of imported components as indicated in the offer.

d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

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:

(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.

SECTION VII

SCHEDULE OF RATES (SOR)

Lot Number	Lot Description	Quantity	Unit	Unit price including cost of imported raw material / components & customs duty thereon, Pkg / fwdg, freight, Transit Insurance, TPI on finished goods, Loading and Unloading at site, Excluding GST	GST %	Total FOT Project site Price Including GST
LOT-1	MDPE PIPE Dia. 20 mm (PE 100 Orange) SDR 11	60,000	Meters	Quoted ☐		
LOT-2	MDPE PIPE Dia. 32 mm (PE 100 Orange) SDR 11	1,50,000	Meters	Quoted ☐		
LOT-3	MDPE PIPE Dia. 125 mm (PE 100 Orange) SDR 17	40,000	Meters	Quoted ☐		
LOT-4	MDPE PIPE Dia. 63 mm (PE 100 Orange) SDR 11	40,000	Meters	Quoted ☐		

Bidder to Quote GST (%): _____

**** The Quoted GST % shall be applicable on total quoted amount**

NOTE : In the Price Bid Section

SECTION – VIII

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.

3.8 All pipes shall be wrapped in plastic polythene wrapped by jute over the pipes.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

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

3.10 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.

3.11 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.

3.12 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.

5.2 Dispatch By Road

(a) The Seller shall be responsible for dispatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER.

(b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to Engineer In charge., AGL

5.3 Dispatch by Rail

5.3.1 The SELLER shall be responsible for:

(a) Dispatch by the shortest possible route. The Seller shall as far as possible, dispatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.

(b) Correct classification of goods and freight charges.

(c) Obtaining clean Railway Receipts without any qualifying remarks.

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

5.3.2 As "SMALLS"

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

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

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be dispatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I).

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

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

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

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

5.4 Shipment by Air

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

5.5 Destination

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

SECTION – IX

FORMS AND FORMATS

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F-1
BIDDER'S GENERAL INFORMATION

To

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City_____ District _____
State _____ PIN/ZIP_____

1-4 Operation Address

if different from above: _____
_____

City_____ District _____
State _____ PIN/ZIP_____

1-5 Telephone Number: _____

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

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

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

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

1-10 Bid Currency _____

1-11 Port of shipment / Dispatch Point _____

1-12 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

1-13 Type of Material Supplies: _____

1-14 Banker's Name: _____

1-15 Branch : _____

1-16 Branch Code : _____

1-17 Bank account number : _____

1-18 GSTN No.: _____

1-19 State / UT.: _____

1-20 PAN No. :

1-21 Whether SSI Registrant Or not: _____

1-22 EPF No. _____

F – 2 BID FORM

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

After examining/reviewing the Bidding Documents for supply of MDPE Pipes, 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 Contract Price, 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.

Duly authorized to sign bid for and on behalf of

_____

(SIGNATURE OF WITNESS)

WITNESS NAME:
ADDRESS:

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

F – 3 B
FINANCIAL STATUS

Bidder must fill this form

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)	

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)

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, **Date:**
M/s Aavantika Gas Limited

Dear Sir,

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

The Customer has informed that they wish to bid for 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.

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

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

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

Dear Sir(s),
In accordance with Invitation for Bid under your reference No_____ M/s._____having their Registered / Head Office at _____ (hereinafter called the Tenderer) wish to participate in the said bidding for _____.

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

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

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be valid for 2 months in excess of bid validity]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s._____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _____day of _____200 __at_____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.

3. The bank guarantee by bidders will be given from bank as specified in ITB

4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.

5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. From where the earnest money bond has been issued.

6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with documentary evidence.

F-5

LETTER OF AUTHORITY

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

No. Date:

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

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

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NO DEVIATION CONFIRMATION
(ON BIDDER'S LETTERHEAD)

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

Dear Sir,

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

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

F - 9

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

Ref: Bank Guarantee No……

Date……

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

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

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.

F-10

CERTIFICATE OF NON-INVOLVEMENT OF AGENT
(ON BIDDER'S LETTERHEAD)

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.

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 involve

F- 12

DECLARATION
(ON BIDDER'S LETTER HEAD)

In view of participating in the subject Tender, We hereby confirm that we have not been banned by any CGD Company for the tendered product/service.

SEAL AND SIGNATURE OF BIDDER

Below mail for your reference, you may send to your vendors for informing and vendor registration completion on RXIL .

Subject- Registration required on TReDS platform **RXIL (Receivables Exchange of India Ltd.)** for **___Buyer Name____.**

Dear Supplier,

We are pleased to inform you that **___Buyer Name____** has onboarded TReDS platform RXIL. They provides Financial Services for MSMEs. All MSME suppliers registered with **___Buyer Name____** are requested to register themselves on TReDS platforms – **RXIL- Receivables Exchange of India Ltd.** www.rxil.in

About RXIL

Receivables Exchange of India Limited (RXIL),**1st TReDS exchange**, is jointly promoted by the **National Stock Exchange of India Ltd**. (NSE), the country's premier stock exchange and **Small Industries Development Bank of India** (SIDBI), the apex financial institution for promotion and financing of MSMEs. The country's leading banks viz. **State Bank of India, ICICI Bank** and **Yes Bank** are also shareholders of the company. RXIL's TReDS platform integrates MSMEs with their corporate customers and multiple financiers on the same platform . It is a powerful tool for MSMEs to electronically factor/discount their receivables, on a without recourse basis, at highly competitive & transparent financing terms. TReDS has the potential to transform the growth of the MSME sector in India**.**

You are requested to register on TReDS platforms – **RXIL- Receivables Exchange of India Ltd.** www.rxil.in .

Process to be followed for registration on RXIL contact details are given below:
You are requested to register on RXIL if already registered please share your RXIL Member code for Mapping with us. Upon registration of **___Buyer Name____** and its vendors on TReDS platforms, a link need to be created and mutually accepted by **___Buyer Name____** and its suppliers. RXIL team will handhold the entire process. Their site can be accessed for detailed registration process, benefits, FAQs etc.

The following officials from RXIL may be contacted for any clarification / guidance:

1. RXIL Contact Person Details

Name	**Mr. Nandkishor Evane (for vendor registration)**	**Mr. Sanjay Kushwaha**
Mobile Number	8982614022	8370022890
Email	nandkishor.evane@rxil.in	Sanjay.kushwah@rxil.in

This is for your kind information and necessary action please.

INDEPENDENT EXTRNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by AGL, in terms of Integrity Pact (IP) which forms part of AGL Tenders / Contracts.

i) Dr. Sarat Kumar Acharya (Email id – sarat777@rediffmail.com)

ii) Shri Satyajit Mohanty (Email id – satyajitmohant88@gmail.com)

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Head (C&P)- Email varender.sharma@aglonline.net in AGL or directly with the IEMs on the panel.

INTEGRITY PACT

(To be executed on plain paper)

Between Aavantika Gas Limited, a joint venture company of GAIL India Limited and Hindustan Petroleum Corporation Limited (here-in-after referred to as "Principal").

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for_____ . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution till the validity of Integrity Pact:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract till the validity of Integrity Pact.

ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information/document so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.

5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.

7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

1. If it is found that the Bidder / Contractor or any one employed by it has committed a transgression through a violation of any provisions of Section 2 so as to put his

reliability or credibility into question, the Principal shall be entitled to disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any AGL's future contract/ tender processes for a specified period and also to terminate the contract, if already signed, on that ground as per provision of AGL's "CORRUPT AND FRAUDULENT PRACTICES". Further, the period of banning shall be as per AGL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of AGL's "CORRUPT AND FRAUDULENT PRACTICES".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other

Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground and other actions can be taken by AGL as per AGL′s "CORRUPT AND FRAUDULENT PRACTICES"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

In case of Sub-Contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office / Department for initiating appropriate action for above.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Bidder/ Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this Pact he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures..

7. Remuneration payable to Monitor (s) shall be borne by Principal .

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the AGL.

12. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson of the Principal and recuse himself / herself from that case.

13. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition on bias towards some bidder.

14. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Section 9 – Pact Duration

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

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

Section 10 – Miscelleneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Indore. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

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(Name & Designation) For the Principal	(Name & Designation) For the Bidder/Contractor
Place ----------	Witness 1: ----------
Date ----------	Witness 2: ----------