

**Haridwar Natural Gas Pvt. Ltd.
{JV of Bharat Petroleum and Gail Gas}**



129, New Haridwar Colony,
Behind Matrichaya Hospital, Ranipur Mode,
Haridwar-249401 (U.K.)

TENDER DOCUMENT

SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION AND
COMPREHENSIVE MAINTENANCE OF 450 SCMH ELECTRIC MOTOR
DRIVEN CNG BOOSTER (HYDRAULIC) COMPRESSOR PACKAGE FOR
HARIDWAR GA

Tender No.:- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

(Domestic Competitive Bidding Under Single stage two envelope systems)

Invitation for Bid

INVITATION FOR BID (IFB)

Ref No: HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Date: 26.07.2023

To,

[PROSPECTIVE BIDDERS]

SUB: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package for Haridwar GA

Dear Sir/Madam,

1. Haridwar Natural Gas Pvt. Ltd. (CIN U40300UR2016PTC007004), a Joint venture company of Bharat Petroleum Corporation Ltd. and Gail Gas Ltd. having Operational & Marketing office at 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur More, Haridwar (UK) Pin-249401 invites bids from bidders for the subject supply/services, in complete accordance with the following details and enclosed Tender Documents
2. The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY	Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA	
(B)	TENDER NO. & DATE	Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01 Dated: 26.07.2023	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	✘
		TWO BID SYSTEM	✓
(D)	TYPE OF TENDER	E - TENDER	✘
		MANUAL	✓
(E)	TENDER NUMBER	HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01	
(F)	BID VALIDITY	90 Days from the due date of Bid Submission	
(G)	COMPLETION/ DELIVERY PERIOD: Following shall be the completion schedule for Supply, Testing, Commissioning of Compressor packages:		

	Item Description	Ordered Quantity	Completion Period	
	Design, Engineering, Testing and Supply (on FOT Site basis) Including packaging, forwarding, transportation, etc. for MR item no. 1.1 Covered Under Schedule of Rates (SOR).	2 Nos.	Within 14 weeks from date of FOA/written intimation from HNGPL side	
	Installation, Testing & Commissioning of CNG Compressor Package as per MR item no. 2.1 Covered Under Schedule of Rates (SOR).	For Total Ordered Quantity	Within 4 weeks from date of issuance of letter/written intimation from HNGPL side for readiness of site.	
<p>Note: Required quantity of compressor should be deliver and installation/ commissioning in Haridwar GA of M/s HNGPL after placing of individual release Purchase Order/ Delivery Order and site address shall be intimate at the time of placing of Purchase Order/ Delivery Order/ Written intimation from HNGPL side.</p>				
(H)	CONTRACT PERIOD	One [01] Year from the date of FOA or specified in FOA/ LOA/ Written intimation from HNGPL side.		
(I)	TENDER FEE	Not Applicable		
(J)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Applicable		
		Items	Description	EMD Amount (In Rs.)
		1	Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA	Rs. 3,16,921/-
<p>Note:</p> <ol style="list-style-type: none"> 1. Declaration for bid security shall be submitted by MSEs, Start-Ups (if applicable) and CPSEs (to whom exemption is allowed as per extant guidelines in vogue). 2. Refer clause no.16 of ITB for further details. 3. In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant 				

		document.
(K)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 26.07.2023 (1400 Hrs, IST) to 16.08.2023 (1400 Hrs, IST) on our official websites: http://www.hngpl.in
(L)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 01.08.2023 Time : 1100 Hrs Venue : Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Bidder is requested to submit Authorization letter (F-5) via e-mail: tenders@hngpl.co.in before 30 minute prior to start the meeting. Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request along with F-5 for the same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date & time.
(M)	DUE DATE & TIME OF BID-SUBMISSION	Date : 16.08.2023 Time : on or before 1400 hrs
(N)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 16.08.2023 Time : at 1500 hrs. Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 e-mail : tenders@hngpl.co.in
(O)	CONTACT DETAILS	Haridwar Natural Gas Pvt. Ltd, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 For Commercial Query (if any) Mr. Amit Prakash (Mo: +918791986870) For Technical Query (if any) Sh. Harendra Kumar Gupta (Mo: +918004917722) e-mail : tenders@hngpl.co.in

In case of the days specified above happens to be a holiday in HNGPL, the next working day shall be implied.

3. Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.
4. The following documents Shall be submitted in original (in physical form) within the Due

Date & Time of Bid Submission:

- i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
5. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
 6. Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.
 7. Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (K) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
 8. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
 9. HNGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/Contract.

For & on behalf of

Haridwar Natural Gas Pvt. Ltd.

(Authorized Signatory)

(Chief Executive Officer)

SBD for Procurement of Services

Summary

- PART-I** **BIDDING PROCEDURES**
- SECTION 1:** **INSTRUCTIONS TO BIDDERS (ITB)**
This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.
- SECTION 1.1:** **BID EVALUATION CRITERIA (BEC)**
This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.
- SECTION 1.2:** **BID EVALUATION METHODOLOGY**
This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.
- ANNEXURE-I** **INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING**
This Annexure contains detailed instructions regarding bid submission procedure under HNGPL e-tendering system.
- ANNEXURE-II** **BID DATA SHEET (BDS)**
This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.
- ANNEXURE-III** **PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**
This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.
- ANNEXURE-IV** **PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**
This Annexure contains procedure to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
- ANNEXURE-V** **FORMS AND FORMAT**
This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.

PART-II

CONDITIONS OF CONTRACT

SECTION 2:

**GENERAL CONDITIONS OF CONTRACT (GCC) - Goods &
GENERAL CONDITIONS OF CONTRACT (GCC) - Services**

This Section contains standard provisions.

SECTION 3:

SPECIAL CONDITIONS OF CONTRACT (SCC)

The content of this Section supplements the General Conditions of Contract.

PART-III

SUPPLY REQUIREMENTS

SECTION 4:

**SCOPE OF SUPPLY/MATERIAL REQUISITION AND
TECHNICAL SPECIFICATION & DRAWINGS**

This Section contains the Specifications, the Drawings, and supplementary information including Scope of Supply that describes the Goods to be procured.

SECTION 5:

SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

Section 1: Instructions to Bidders

TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS)

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Section 1.1: Bid Evaluation Criteria

A. Technical Criteria:

A.1 Packaging/Manufacturing Criteria

- I) The bidder shall be a regular manufacturer/ packager of electric motor driven Hydraulic Booster compressor package handling hydrocarbon gas with single point responsibility.
- II) The bidder in the last 07 years reckoned from bid due date, should have designed, engineered, manufactured/ packaged, tested and supplied to customers from the proposed facility of manufacturing / packaging, at least 1 nos. of CNG hydraulic booster compressor of capacity **400 SCMH (avg.) and above driven by 22 KW (min.) or 450 SCMH (avg.) and above driven by 37 KW (min.)** electric motor with discharge pressure 250 kg/cm² and same should have been successfully commissioned and under satisfactory operation for at least 6 months without any major breakdown as on the bid due date.

III) Equipment Qualification Criteria

The offered Electric Motor Booster Compressor model shall be from the existing regular manufacturing range of the Electric Motor Booster Compressor manufacturer. At least 1 no. compressor identical to the proposed offered compressor models in terms of number of stages, number of throws, frame power and process gas (i.e. natural gas) must have been manufactured, tested and supplied to customers from the proposed manufacturing plant in the last 07 years and same should have been successfully commissioned and under satisfactory operation for at least 6 months without any major breakdown as on the bid due date.

- A.2 One manufacturer can quote through one supplier and a supplier shall offer product of only one manufacturer for particular type of booster compressor with reference to instant tender. The bid shall be liable for rejection in case of the change of the proposed manufacturer after the submission of offer.
- A.3 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

B. Financial Criteria:

B.1 Annual Turnover:

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years shall be, **Rs. 61.42 Lakh**

B.2 Net Worth:

Net worth of the bidder should be **positive** as per the audited financial results of the immediate preceding financial year.

B.3 Working Capital:

The minimum working capital of the bidder as per audited financial results of the immediate preceding financial year, shall be **Rs. 12.28 Lakh**

Note :

- i In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least working capital requirement as stated above.

The 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.

Notes to BEC – Financial:

- (i) **Annual Turnover:** In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- (ii) **Net Worth/Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.
- (iii) For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.
- (iv) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against HNGPL query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

C. Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
A.1	Proof of Manufacturer [A.1(i)]	Copy of factory registration certificate / Excise registration certificate / NSIC certificate / ISO certificate indicating as Manufacturer of Booster Compressor in scope or any other document evidencing the bidder as manufacturer of Booster Compressor.
	Experience criteria for the bidder (Quantity) [A.1 (ii), A.1 (iii)]	Copy of a) Detailed Letter of Award/ Purchase Order/ Contract with SOR. b) Inspection Release Note cum Dispatch Proof / Completion Certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate), indicating year of supply, number of packages; only after completion of work/ supply in all respect. c) Confirmation by end user/ owner w.r.t commissioning of compressor package.
A.2	Undertaking as per BEC	Bidder in their letter head shall furnish the declaration.
A.3	Job executed for any Subsidiary / Fellow subsidiary /Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company
Note: Only Documents (Work order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.		
B	Documents Required-Financial Criteria	
B.1	Annual Turnover	a) Audited Financial Statements, including Balance Sheet and Profit & Loss Account for last three preceding financial years ending i.e. FY 2020-21, FY 2021-22, FY 2022-23. In case, audited financial results of 2022-23 is not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that i.e. FY 2019-20, FY 2020-21 FY 2021-22. b) Certificate from Chartered Accountant for details of financial capability (F-16)
B.2	Net Worth	a) Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year i.e. in FY 2022-23. In case, audited financial results of 2022-23 are not

		available, the bidder has an option to submit the audited financial results of FY 2021-22. b) Certificate from Chartered Accountant for details of financial capability (F-16)
B.3	Working Capital	a) Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year i.e. in FY 2022-23. In case, audited financial results of 2022-23 are not available, the bidder has an option to submit the audited financial results of FY 2021-22. In case of inadequate or negative working capital, Letter from the bidder's Bank (as per format F-15), having net worth not less than Rs. 100 Crores , confirming the availability of the line of credit for at least working capital requirement as stated in BEC. b) Certificate from Chartered Accountant for details of financial capability (F-16)

Note: Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be considered as submitted in bid/subsequent response against HNGPL's query, if any. Any information/ documents issued post final bid due date shall not be considered for evaluation.

D. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

Technical Criteria of 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. No photo copy of attestation/certification of CE & Notary shall be considered. Note: Undertaking as per BEC in support of BEC Clause A.2 does not need certified by CE and attested by notary public.
Financial Criteria of BEC	For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC) shall submit "Details of financial capability of bidder" in prescribed format 'F-16' duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp. No photo copy of attestation/certification of CA & Notary shall be considered.

Note - All documents in support of BEC should be Submit Hard copy along with tender document.
In absence of requisite documents HNGPL reserves the right to reject the bid without making any reference to bidders.

SECTION 1.2

Bid Evaluation Methodology

BID EVALUATION METHODOLOGY

1. HNGPL will evaluate and compare the Price bids of the techno- commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.
2. Evaluation shall be on overall lowest evaluated cost basis inclusive of all the SOR items including applicable GST (CGST & SGST / UTGST or IGST) and entire contract will be placed on the lowest (L1) acceptable techno-commercially qualified bidder. Bidder must quote for entire item(s) of SOR to arrive at the above total price, failing which bid shall be rejected.

Note 1:

- 1) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- 2) In case any cess on GST is applicable, the same shall also be considered in evaluation.
- 3) Bidder has to quote for all the items of the SOR. In case bidder has not quoted for any single item of the SOR, his bid will be rejected.

3. With regard to Integrated Procurement Procedure Clause No. 3.4 (i.e. Price / purchase preference to the products of MSME), Subject Job is “non-splitable” in nature.

Note: We are procuring 2 nos. of booster compressor in this instant tender hence split the quantities are not possible as per Public Procurement Policy for MSEs 2012 (Refer ITB Clause No. 39) and as per Public Procurement (Preference to Make In India), order 2017 (Refer ITB Clause No. 50).

4. The conditions for availing purchase preference as per PPP-2012 (Public Procurement Policy for MSEs-2012) and PPP-MII, order 2017 (like bidder’s price in the specified price band, bidder agreeing to match L1 Price, etc.) shall be applicable as below relevant clauses.

a) Public Procurement Policy for MSEs-2012

Considering the nature of job, splitting of quantities will not be possible in this tender and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting within price band of L1 (other than MSE) + 15%, may be awarded for full/ complete services subject to matching of L1 (lowest) price as per ITB of tender document. In case two or more MSE bidder(s) comes within the price band of L1+15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3...and so on).

Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price(s) of SOR.

- b) PPP-MII, Order 2017** (If MSE bidder does not quoting within price band of L1 (Non MSE/ Non Local supplier/ Class-II local supplier)

Class I Local supplier as per PPP-MII quoting within price band of L1 (Non MSE/ Non Local supplier/ Class-II local supplier) + 20% may be awarded for full / complete services subject to matching of L1 (lowest) price. Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price(s) (within the price band of L1+20%) of SOR.

- c)** In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP- MII.
- d)** In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.
- e)** MSE bidder shall be given preference to match the L1(other than MSE) price. If MSE bidder matches the L1 price, entire contract shall be placed on him, otherwise, option for matching the L1 price shall be given to Class I Local supplier bidder (PPP-MII).
- 5.** In case of a tie at the lowest bid (L1) position between two or more bidders, then contract will be awarded to the bidder who has higher / highest turnover as per last audited financial statement.

(TO BE READ IN CONJUNCTION WITH BID DATA SHEET (BDS))

[A] -GENERAL

1. SCOPE OF BID

- 1.1 The Employer/ Purchaser/ Owner/ HNGPL as defined in the "General Conditions of Contract-Goods [GCC-Goods]" & General Conditions of Contract-Services [GCC-Services], wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The Scope of Supply shall be as defined in Section 4 of the Bidding Documents.
- 1.3 The successful bidder (the "Supplier") shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency(ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38 (Action in case Corrupt/ Fraudulent/Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by HNGPL/BPCL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to HNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform HNGPL/GAIL GAS/BPCL in case the bidder is put on 'Holiday' by HNGPL or Public Sector Project Management Consultant (such as EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.
- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings

on Due Date of Bid Submission.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to HNGPL by the bidder.

It shall be the sole responsibility of the bidder to inform HNGPL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
- (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) In case of Proprietorship: by Proprietor
 - b) In case of Partnership: by all Partners or Managing Partner
 - c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

The person holding Power of Attorney shall also be authorized to nominate. "Contractor's Representative" for execution of Contract in case of award.

Note: Non-Judicial Stamp Paper value Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. (POA on stamp paper duly notarized).

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATASHEET (BDS))

3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/JV).

3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall

not be considered for opening/evaluation/Award.

4. ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids. A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at clause no. 4.1 and 4.2 herein above shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5. COST OF BIDDING

5.1 **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, HNGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. SITE VISIT

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

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

6.3 The intending bidders shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Works/Services in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB 8.0"

<input type="checkbox"/> Information for Bidder [IFB]	
<input type="checkbox"/> Instructions to Bidders [ITB]	Section 1
<input type="checkbox"/> Bid Evaluation Criteria [BEC]	Section 1.1
<input type="checkbox"/> Bid Evaluation Methodology	Section 1.2
<input type="checkbox"/> General Condition of Contract [GCC]-Goods & Services	Section 2
<input type="checkbox"/> Special Conditions of Contract [SCC]	Section 3
<input type="checkbox"/> Technical Specifications, Drawing (wherever applicable) and Scope of Supply/ Services / Material Requisition	Section 4
<input type="checkbox"/> Price Schedule/ Schedule of Rates	Section 5

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.
- 7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify HNGPL in writing or by fax or email at HNGPL's mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. HNGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. HNGPL may respond in writing to the request for clarification. HNGPL' response including an explanation of the query, but without identifying the source of the query will be uploaded on HNGPL' and Government tendering websites, as mentioned in **BDS** / communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".

8.3 The Bidder shall submit their queries / clarifications to HNGPL in the format "F-18".

9. **AMENDMENT OF BIDDING DOCUMENTS**

9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on HNGPL' and Government tendering websites, as provided in **BDS**. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Employer/ Purchaser/ Owner, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

IC] – PREPARATION OF BIDS

10. **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and HNGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID**

11.1 In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.

11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Shall contain the following:

- a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b. 'Bidder's General Information', as per 'Form F-1'
- c. 'Bid Form', as per 'Form F-2'
- d. Copies of documents, as required in 'Form F-3'
- e. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item
- f. 'Letter of Authority' on the Letter Head, as per 'Form F-5'

- g. 'No Deviation Confirmation', as per 'Form F-6
 - h. 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7
 - i. 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j. 'Agreed Terms and Conditions', as per 'Form F-10'
 - k. ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
 - l. Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - m. Undertaking on the Letter head, as per the Form F-12.
 - n. Power of Attorney /copy of Board Resolution, in favor of the authorized signatory of the Bid, as per clause no.2.7 of ITB
 - o. Any other information/details required as per Bidding Document.
 - p. EMD/ Bid Security in original as per Clause 16 of ITB [Note: Submission of Original is not applicable for online banking Transaction]
- Note: In case bidder is claiming exemption of EMD as per tender conditions, Form F-23 is needed to be submitted along with other relevant document.**
- q. All forms and Formats including Annexures.
 - r. List of consortium/ JV member (s), if any, and Consortium Agreement (as per format F-17) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
 - s. Integrity Pact as per Form F-20 (if applicable)
 - t. 'Indemnity Bond' as per 'Form F-21'
 - u. Tender Document Physically signed by the Authorized Signatory.
 - v. Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Services, if any

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"

Should comprise all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to HNGPL Office, House no. 129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar, Uttrakhand- 249401 in a sealed envelope, super scribing the Tender details & number.

The Original Bid Security/ EMD must be submitted along with the bid on the date & time of bid submission, failing which the bid will be rejected. All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

11.1.2 PART-II: PRICE BID

11.1.2.1 PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in

separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope “ Price- Do Not Open” . In case of any correction, the bidder shall put his signature and his stamp.

11.1.2.2 The Price bid to be uploaded in accordance with clause 8.2 of Annexure-I. (If applicable).

- I. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in “Step 3: SOR Attachment”. Submission of prices in Un priced bid shall lead to rejection of the bid. HNGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- II. Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- III. If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- IV. In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- V. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- VI. In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- VII. In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12. SCHEDULE OF RATES / BID PRICES/ PRICE SCHEDULE

- 12.1** Bidder shall indicate the following in the Price Schedule/SOR format.
- 12.2** Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 12.3** GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- 12.4** Inland transportation upto Delivery Location and other costs incidental to delivery.
- 12.5** The material is required to be delivered through a reliable bank approved Road Transport Company.
- 12.6** Also, HNGPL reserves the right to transport the material with it's own transporter.
- 12.7** Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.8** It shall be the endeavor of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.9** Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 12.10** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.11** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract("SCC") or any Other part of Bidding Document, the prices quoted shall deem to be inclusive of cost incurred for such activity.
- 12.12** All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR.HNGPL GST numbers shall be provided on award.
- 12.13** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 12.14** The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB of bidding document.
- 12.15** Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.
- 12.16** The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 12.17** The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude

13. GST (CGST & SGST/ UTGST or IGST)

- 13.1** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 13.2** Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, HNGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

- 13.3** In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of HNGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/Consultants.
- 13.4** In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 13.5** Owner/HNGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

- 13.6** HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid.

- 13.7** In case HNGPL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where HNGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and HNGPL has paid or is /liable to pay GST (CGST &SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to HNGPL or ITC with respect to such payments is not available to HNGPL for any reason which is not attributable to HNGPL, then HNGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by HNGPL to Contractor / Supplier.

- 13.8** Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable HNGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.9 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable HNGPL to avail input credit of GST (CGST&SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details. If input tax credit is not available to HNGPL for any reason not attributable to HNGPL, then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of HNGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then, that Supplier shall be put under Holiday list of HNGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on HNGPL.

13.9.1 The Supplier shall mention the particulars of Haridwar Natural Gas Private Limited on the Invoice. Besides, if any other particulars of HNGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.9.2 HNGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

13.9.3 However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.

13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.

13.11 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods may note the above and quote their prices accordingly.

- 13.12** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by HNGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then HNGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by HNGPL.
- 13.13** GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.14** Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services >View/Download Certificates option).
- 13.15** GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, HNGPL shall place orders.

13.15 **Provision w.r.t. E- Invoicing requirement as per GST laws**

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by HNGPL as no ITC (Input Tax Credit) is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely

filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to HNGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract. **To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Annexure-1 along with documents for release of payment.**

Annexure-1

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICEAS
PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, BEHIND MATRICHAYA MEDICAL CENTRE,
NEW HARIDWAR COLONY, NEAR RANIPUR MORE,
HARIDWAR – 249401 (U.K.), INDIA

SUB:
LOA NO:

Dear Sir,

We _____(Name of the Supplier/Contractor/Service Provider/
Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
(ii) Not Applicable to us []

***(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓or X)
above).***

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by HNGPL as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to HNGPL. for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then HNGPL. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by HNGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his '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-16" in all respects.

16. EARNEST MONEY DEPOSIT/ BID SECURITY (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET (BDS))

16.1 Bids must be accompanied with '**Earnest Money Deposit/ Bid Security**' in the form of '**Online Banking transaction**', '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Haridwar Natural Gas Pvt. Ltd.**, payable at the place as defined in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form -4/4A of the bidding documents** or) [in favour of **Haridwar Natural Gas Pvt. Ltd.**]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of HNGPL is as specified in Bid Data Sheet [BDS].

Bidder is required to upload/submit the successful Transaction Details along with their bid. In case of online transaction, submission of EMD in original is not applicable.

16.2 The 'Bid Security' is required to protect HNGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".

16.3 HNGPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to

this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.4** Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by HNGPL as non-responsive.
- 16.5** Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6** The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.7** Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- a. If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - b. If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - c. If the Bidder modifies bids during the period of bid validity (after Due Date and Time for Bid Submission).
 - d. Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e. In the case of a successful Bidder, if the Bidder fails to:
 - f. to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - g. to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8** Bid Security should be in favour of Haridwar Natural Gas Pvt. Ltd. and addressed to HNGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9** MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.
Bidders claiming exemption of EMD as per this clause shall submit form F-23 alongwith other relevant documents.
- 16.10** In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by HNGPL. The forfeiture amount will

be subject to final decision of HNGPL based on other terms and conditions of order/ Contract.

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

17. PRE-BID MEETING

- 17.1** The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 17.2** Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on tendering process. The Bidder must submit their queries / clarifications to HNGPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.

- 17.3** Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on HNGPL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

- 17.4** Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

- 18.1** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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

19. ZERO DEVIATION AND REJECTION CRITERIA

- 19.1** **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. HNGPL will accept bids based on terms & conditions of "Bidding Documents" only. HNGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. HNGPL' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic

evidence. HNGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Earnest Money Deposit / Bid Security
- c) Specifications & Scope of Services
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
- o) Submission of prices in un priced/technical Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20. E-PAYMENT

20.1 Haridwar Natural Gas Pvt. Ltd. has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

[D] – SUBMISSION OF BIDS

21. BID SUBMISSION

21.1 Bids shall be submitted on manual mode in the manner specified elsewhere in tender document. Manual/ Hard Copy (Original) offer shall be acceptable.

21.2 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per clause no. 11 of ITB, the employer will assume no responsibility for misplacement or pre-

mature opening of the bid.

- 21.3 Bidders are required to submit original Bid Security/ EMD, Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS
- 21.4 All the bids shall be addressed to
CEO, Haridwar Natural Gas Pvt. Ltd
House No.-129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur Mode, Haridwar
Uttarakhand-249401
- 21.5 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22. DUE DATE AND TIME OF BID SUBMISSION

- 22.1 The bids must be submitted through manual mode not later than the date and time specified in the tender documents/BDS.
- 22.2 HNGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of HNGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on HNGPL' website/ HNGPL e-tender portal /communicated to the bidders.

23. LATE BIDS

- 23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission and no bids can be submitted thereafter.

24. MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six

months after following the due procedure as per Annexure-IV of ITB.

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

HNGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for HNGPL' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which HNGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1 Unpriced Bid Opening: HNGPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

26.2 Price Bid Opening: HNGPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.4 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27. CONFIDENTIALITY:

27.1 During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28. CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money / Bid Security';
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:

- a. "Deviation" is departure from the requirement specified in the tender documents.
- b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c. "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a. If accepted would,
- b. Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
- c. Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- d. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30. CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. **EVALUATION AND COMPARISON OF BIDS**

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.1 of bidding documents.

32. **COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-**

32.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

32.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

33. **PURCHASE PREFERENCE**

33.1 Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) & Purchase Preference as Per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue shall be allowed as per Government instructions in vogue.

33.2 Preference for Domestically Manufactured Electronic Products (DMEP) shall be as per Format F-15. For applicability, please refer BDS.

[F] – AWARD OF CONTRACT

34. AWARD

Subject to "ITB: Clause-29", HNGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by HNGPL either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on HNGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Purchase Order/Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. HNGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

35.2 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-36".

35.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee /Security Deposit', pursuant to "ITB: Clause-37", HNGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

36. SIGNING OF AGREEMENT

36.1 HNGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to HNGPL.

36.2 The successful Bidder/ Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of ' state' specified in Bid Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

37. CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from HNGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases where in the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST).

The successful bidder has the option to submit CPG/SD as per the following details:

i) Procurement of materials (Non-ARC case)

SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for materials (ARC case)

SD / CPBG @ 3% of Annualized Order / Contract value within 30 days of FOA/notification of award.

37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / GST (CGST & SGST/UTGST or IGST).

37.3 Bank Guarantee towards Contract Performance Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

The clause nos. 37.1 & 37.3 in respect of value & validity of CPBG stated hereinabove has been modified in BDS, which shall be applicable for present tender.

37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.

37.6 Further, the bidder can submit CPBG on line through issuing bank to HNGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by HNGPL.

38. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

38.2 Void

38.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in HNGPL' "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by HNGPL., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Haridwar Natural Gas Pvt. Ltd., such decision of Haridwar Natural Gas Pvt. Ltd. shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other" CONTRACT DOCUMENTS "shall not be applicable for any consequential issue/dispute arising in the matter.

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs):

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-split able or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

39.2 The MSEs owned by SC/ST entrepreneurs shall mean:

- a. In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c. In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

- a) Ministry of MSME vide Gazette notification no.CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filling the memorandum (Udyam Registration) w.e.f 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>)

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant with UDIN No. (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP)2012. Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

39.4 If against an order placed by HNGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small

Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

39.5 The benefit of policy are not extended to the traders/dealers/
Distributors/Stockiest/Wholesalers.

40. ABNORMALLY HIGH RATES (AHR) ITEMS

40.1 In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I. Rates as per SOR, quoted by the Contractor/Bidder.

II. Rate of the item, which shall be derived as follows:

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

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV.

42. INCOME TAX & CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor's account.

42.3 TDS, wherever applicable, shall be deducted as per applicable act /law/rule.

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. cs per transaction. Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement.

43. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND

GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44. DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Haridwar Natural Gas Pvt. Ltd. has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on HNGPL's web site <http://www.hngpl.in/> for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.
- 44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules 3.0
- 44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as

specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.

44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of “Conciliation” shall be deemed to have been exhausted, even in case of rejection of “Conciliation” by any of the Parties.

44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45. **INAM-PRO (PLATFORM FOR INFRASTRUCTURE & MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

HNGPL’s contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

46. **UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD**

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

47. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

48. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on HNGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. HNGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by HNGPL in future to the Supplier/Contractor under this contract or under any other contract.

50. POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.
- 2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS:-

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.
- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Haridwar Natural Gas Pvt. Ltd. (HNGPL)

- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkeyworks'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within

the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-II local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-II local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II

local suppliers/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%) L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%) L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII L2 bidder is Class-I Local supplier as per PPP-MII (within 20%) L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders match the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local

supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with HNGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- d. In case of false declarations, HNGPL shall initiate action for banning such manufacturer/supplier/service provider as per HNGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- f. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 **RECIPROCITY CLAUSE**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

- ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

FORM-1
UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
H. No. 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur More, Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMHElectric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA

Tender no: HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

We, M/s _____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.
- (vi) In case MSE bidder is opting the PPP-MII order and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

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

FORM-2

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/
CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL
CONTENT/ DOMESTIC VALUE ADDITION**

To,

M/s Haridwar Natural Gas Pvt. Ltd.
H. No. 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur More, Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance
of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For
Haridwar GA

Tender no: HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (*Name of Bidder*) meet the mandatory
minimum Local content/Domestic Value Addition requirement for Class-I Local
supplier/ Class-II Local supplier (as the case may be) under Public Procurement
(Preference to Make in India), Order 2017 (PPP-MII) and has value addition
of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic
value addition, the same shall be treated false information and HNGPL will take
action as per provision of tender document.

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

FORM-3

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION**

(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
H. No. 129, New Haridwar Colony,
Behind Matrichaya Medical Centre,
Ranipur More, Haridwar – 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance
of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For
Haridwar GA

Tender no: HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

“We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (*Name of the bidder*) hereby certify that as per definition specified in policy, M/s. _____ (*Name of the bidder*) is

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (*Name of Bidder*) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Makein India), Order 2017 (PPP-MII) and has value addition of.....%.

Name of Audit Firm:	[Signature of Authorized Signatory]
	Name:
Date:	Designation:
	Seal:
UDIN:	Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

51.0 PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. DL-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS] -NOT APPLICABLE

~~As mentioned in Section II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.~~

~~Further, the Startups are also exempted from submission of EMDs.~~

~~For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods /jobs domain wherein they are registered for.~~

~~Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is to be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIT.~~

~~Further, above document(s) should be certified by a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.~~

~~If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender.~~

~~If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick-off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.~~

52.0 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

53.0 TDS

A. Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act :

1. TDS as applicable will be deducted by HNGPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
2. Since HNGPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

B. Provision for higher rate of TDS:

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (i) Twice the rate mentioned in relevant TDS section.
- (ii) Twice the rate or rates in force
- (iii) 5%

54.0 QUANTITY VARIATION

54.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary. **Provisions for the quantity tolerance stipulated in Technical Volume/SCC shall prevail over above provision.**

54.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

55.0 DISPATCH SCHEDULE

55.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / HNGPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in BDS or as per Purchase Order, if a separate person is mentioned therein:

- i) Shipments Schedule
- ii) Dimension details of packages
- iii) Detailed technical write-up along with Catalogue (if applicable)
- iv) Any other document/details, if mentioned in Purchase Order

55.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by HNGPL, the concerned designated order issuing authority may be contacted in this regard.

55.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

56.0 PACKING INSTRUCTIONS

56.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

56.2 Fragile articles should have special packing materials depending on type of materials.

56.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

56.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

56.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

56.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.

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

PURCHASER:
DESTINATION:
Purchase Order No.....
Net Wt. Kgs,
Gross Wt..... Kgs.
Dimensions.....X.....X.....CM.
Package No. (Sl. No. of total packages).....
Seller's Name.....

56.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

===== X =====

Annexure-I
Instructions for Participation in e-Tendering.
(Not Applicable)

Annexure-II
Bid Data Sheet (BDS)
[ITB to be read in conjunction with BDS]

ITB clause	Description				
A. GENERAL					
1.1	<p>The Purchaser is: Haridwar Natural Gas Pvt. Ltd.</p> <p>The Consignee details for the goods are as under:- (To be provided upon award)</p>				
1.2	<p>The name of the Procurement to be performed is: <u>Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.</u></p> <p>Brief Scope of Supply:</p> <p>The Scope of work includes Design, Engineering, Manufacturing, Assembly, Inspection, Testing, FAT, painting, Packaging and forwarding, Insurance, customer clearances, Supply, handling and unloading, Erection & Commissioning including Performance Acceptance Test at site along with Operation during One (1) year warranty period and Operation & comprehensive AMC during subsequent three (3) years including supply of all spares and consumable items for “ 450 SCMH ELECTRIC MOTOR DRIVEN (37 KW) HYDRAULIC BOOSTER COMPRESSORS PACKAGES” as required for dispensing CNG to vehicles at various locations in Haridwar GA.</p> <p>The packages shall be completed in all respects under the validity of Contract Period. The Contract Period shall be valid for a period of One [01] year from the date of Fax of Acceptance (FOA) or specified in FOA.</p> <table border="1" data-bbox="379 1424 1310 1682"> <thead> <tr> <th data-bbox="379 1424 1198 1473">Capacity of Compressors</th> <th data-bbox="1198 1424 1310 1473">Qty.</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 1473 1198 1682">Skid mounted 37 KW electric motor driven hydraulic CNG Compressor Package of Average 450 SM3 / hr capacity at suction pressure of 30 kg/cm2 and discharge pressure 220 / 255 kg/cm2 (variable suction pressure range 30 to 200 kg/cm2)</td> <td data-bbox="1198 1473 1310 1682">02 Nos.</td> </tr> </tbody> </table>	Capacity of Compressors	Qty.	Skid mounted 37 KW electric motor driven hydraulic CNG Compressor Package of Average 450 SM3 / hr capacity at suction pressure of 30 kg/cm2 and discharge pressure 220 / 255 kg/cm2 (variable suction pressure range 30 to 200 kg/cm2)	02 Nos.
Capacity of Compressors	Qty.				
Skid mounted 37 KW electric motor driven hydraulic CNG Compressor Package of Average 450 SM3 / hr capacity at suction pressure of 30 kg/cm2 and discharge pressure 220 / 255 kg/cm2 (variable suction pressure range 30 to 200 kg/cm2)	02 Nos.				
3.0	<p>Bid from a Joint Venture/Consortium</p> <table border="1" data-bbox="389 1778 928 1850"> <tr> <td data-bbox="389 1778 671 1850">APPLICABLE</td> <td data-bbox="671 1778 928 1850" style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>		
APPLICABLE	<input type="checkbox"/>				

ITB clause	Description					
	NOT APPLICABLE	<input checked="" type="checkbox"/>				
B. BIDDING DOCUMENT						
8.1	<p>For clarification purposes only, the communication address is:</p> <p>Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Sh. Harendra Kumar Gupta (Mo: 8004917722) e-mail : tenders@hngpl.co.in</p> <p>Websites: http://www.hngpl.in/</p>					
C. PREPARATION OF BIDS						
11.1.1	<p>The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (Refer clause(s) XX of SCC):</p> <p>Nil _____</p>					
12.0	<p>Additional Provision for Schedule of Rate/ Bid Price are as under:</p> <p>Bidders are requested to quote rate with due consideration of Unit (of measurement) of tendered item(s) given in SOR.</p>					
12.8	<p>Transit Insurance shall be arranged by :-</p> <table border="1" data-bbox="389 1496 1058 1659"> <tbody> <tr> <td data-bbox="389 1496 740 1570">HNGPL</td> <td data-bbox="740 1496 1058 1570"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1570 740 1659">SUPPLIER</td> <td data-bbox="740 1570 1058 1659"><input checked="" type="checkbox"/></td> </tr> </tbody> </table> <p>In case, transit insurance to be arranged by HNGPL, the details of Transit Insurance Policy are as under:- N.A</p>		HNGPL	<input type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>
HNGPL	<input type="checkbox"/>					
SUPPLIER	<input checked="" type="checkbox"/>					
12.4	Delivery Basis shall be					

ITB clause	Description	
	-FOT, Site, [location as per MR/SOR]	<input checked="" type="checkbox"/>
	Ex-Works,.....(Bidder to indication location)	<input type="checkbox"/>
13 & 14	Whether HNGPL will be able to avail input tax credit in the instant tender	
	YES	<input type="checkbox"/>
	NO	<input checked="" type="checkbox"/>
13.9.1 & 13.9.2	Details of Buyer:	
	Consignee	Haridwar Natural Gas Private Limited (Other details shall be provided upon award)
	PAN NO.	AADCH8780N
	GST NO.	05AADCH8780N1Z0
	HNGPL Bank Details	<ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713
15	Bid Validity	
	Bid Validity	90 days
16.1	Applicability of EMD/ Bid Security	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>

ITB clause	Description
	<p>In case 'Earnest Money Deposit/ Bid Security' is in the form of “Bank Guarantee” or 'Demand Draft (DD)' or 'Banker's Cheque' or “Letter of Credit” or “Online Banking Transaction”. In case of DD or BC, the same should be in favour of Haridwar Natural Gas Pvt. Limited , payable at Haridwar.</p> <ul style="list-style-type: none"> • For online transactions, the following HNGPL bank details to be used : <ul style="list-style-type: none"> ○ Bank Name : HDFC Bank Ltd ○ Bank Account No. : 57500000040536 ○ IFSC : HDFC0004713
17	<p>Date, Time and Venue of Pre-Bid meeting</p> <p>Date: 01.08.2023 Time: 11:00 hours Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401</p> <p>Note: If Pre-Bid meeting shall be conducted through Video Conferencing (Bidders who are interested to attend the meeting, please send the request along with F-5 for the same to the e-mail id tenders@hngpl.co.in to get the link) before the pre bid meeting scheduled date & time.</p>
D. SUBMISSION AND OPENING OF BIDS	
21	<p>The Tender No. of this bidding process is:</p> <p>HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01</p>
21.2	<p>For bid/ Physical documents submission purposes only, the Owner’s contact details are as below:</p> <p>Haridwar Natural Gas Pvt Ltd, House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401 Amit Prakash (Mo.: +918791986870) Harendra Kumar Gupta (Mo.: +918004917722) e-mail : tenders@hngpl.co.in</p>

ITB clause	Description				
23.1	Due Date and Time of Bid Submission : 16.08.2023 (14:00 hrs)				
26.0	<p>The bid opening shall take place at:</p> <p>Date: 16.08.2023 Time: 15:00 hrs Haridwar Natural Gas Pvt. Ltd., House no-129, New Haridwar Colony, Behind Matrichaya Medical Centre, Ranipur Mode, Haridwar Uttarakhand-249401</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
31.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.				
32.0	<p>Compensation for Extended Stay:</p> <table border="1" data-bbox="389 1117 1034 1263"> <tr> <td data-bbox="389 1117 718 1191">APPLICABLE</td> <td data-bbox="718 1117 1034 1191" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1191 718 1263">NOT APPLICABLE</td> <td data-bbox="718 1191 1034 1263" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
33.2	<p>Whether Domestically Manufactured Electronic Products (DMEP) is applicable or not:</p> <table border="1" data-bbox="384 1384 697 1489"> <tr> <td data-bbox="384 1384 534 1435">YES</td> <td data-bbox="534 1384 697 1435" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="384 1435 534 1489">NO</td> <td data-bbox="534 1435 697 1489" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
F. AWARD OF CONTRACT					
37.0	<p>Contract Performance Guarantee / Security Deposit</p> <table border="1" data-bbox="389 1686 933 1865"> <tr> <td data-bbox="389 1686 673 1753">APPLICABLE</td> <td data-bbox="673 1686 933 1753" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1753 673 1865">NOT APPLICABLE</td> <td data-bbox="673 1753 933 1865" style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

ITB clause	Description							
	Applicability	<table border="1"> <tr> <td data-bbox="635 331 874 394">37.1 (i)</td> <td data-bbox="874 331 1114 394"><input checked="" type="checkbox"/></td> <td data-bbox="1114 331 1412 394"></td> </tr> <tr> <td data-bbox="635 394 874 450">37.1 (ii)</td> <td data-bbox="874 394 1114 450"><input checked="" type="checkbox"/></td> <td data-bbox="1114 394 1412 450"></td> </tr> </table> <p data-bbox="376 454 1390 528">Clause no. 37 stands modified to the following and shall be applicable for this tender:</p> <p data-bbox="376 537 978 573">The CPBG/ SD may be submitted in two parts:</p> <p data-bbox="367 598 1398 777">A. For Supply, Erection, Testing, Commissioning: SD/CPBG @ 3% of Rate Contract value (excluding the value of Annual operation repair & comprehensive Maintenance) to be submitted within 30 days of FOA/notification of award. Validity of this CPBG shall be till Three months beyond completion of Defect liability period.</p> <p data-bbox="367 801 1398 1016">B. For Annual operation repair & comprehensive Maintenance: SD/CPBG @ 3% of Annualized Order/Contract value (excluding the value of Supply, Erection, Testing, Commissioning) to be submitted within 30 days after installation of first compressor. Validity of this CPBG shall be till three months beyond completion of Annual operation repair & comprehensive Maintenance period.</p> <p data-bbox="363 1021 461 1055">Note 1:</p> <p data-bbox="394 1059 1337 1128">Annualized Order/Contract value shall be Order/Contract value divided by AMC period.</p> <p data-bbox="363 1153 464 1187">Note 2:</p> <p data-bbox="394 1191 1394 1348">CPBG/ SD against Supply, Erection, Testing, Commissioning shall be released after completion of validity as per A above, subject to submission of SD/CPBG against Annual operation repair & comprehensive Maintenance as per B. above.</p>	37.1 (i)	<input checked="" type="checkbox"/>		37.1 (ii)	<input checked="" type="checkbox"/>	
37.1 (i)	<input checked="" type="checkbox"/>							
37.1 (ii)	<input checked="" type="checkbox"/>							
39.0	<p data-bbox="363 1426 1075 1462">Whether tendered item is non-split able or non-divisible:</p> <table border="1" data-bbox="389 1478 925 1617"> <tr> <td data-bbox="389 1478 671 1547">YES</td> <td data-bbox="671 1478 925 1547"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1547 671 1617">NO</td> <td data-bbox="671 1547 925 1617"><input type="checkbox"/></td> </tr> </table>		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>		
YES	<input checked="" type="checkbox"/>							
NO	<input type="checkbox"/>							
40.0	<p data-bbox="363 1655 676 1688">Provision of AHR Item :</p> <table border="1" data-bbox="389 1724 1034 1872"> <tr> <td data-bbox="389 1724 719 1798">APPLICABLE</td> <td data-bbox="719 1724 1034 1798"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="389 1798 719 1872">NOT APPLICABLE</td> <td data-bbox="719 1798 1034 1872"><input type="checkbox"/></td> </tr> </table>		APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>		
APPLICABLE	<input checked="" type="checkbox"/>							
NOT APPLICABLE	<input type="checkbox"/>							

ITB clause	Description				
<p>Clause no. 27.3 of GCC</p>	<p>Bonus for Early Completion:</p> <table border="1" data-bbox="389 421 1034 566"> <tr> <td data-bbox="389 421 718 495">APPLICABLE</td> <td data-bbox="718 421 1034 495"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="389 495 718 566">NOT APPLICABLE</td> <td data-bbox="718 495 1034 566"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

Annexure-III

Procedure for Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices

Introduction:

In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- A.2 “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.5 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of HNGPL
- A.8 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies, “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of GAIL/HNGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the HNGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract Performance Guarantee submitted by agency against such order s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, the agency shall be banned for future business with HNGPL for a period specified in para B. 2.2 below from the date of issue of banning order.

B.2.1 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this city.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by HNGPL	7 years

4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract	02 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department. Period

of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from HNGPL.
- D.2.6 The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business

- D.3.1 Effect of suspension on other on-going/future tenders will be as under:
- D.3.2 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.3 If an agency is put on the Suspension List during tendering:
- D.3.4 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.5 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.6 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.7 The existing contract (s)/ order (s) under execution shall continue.
- D.3.8 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E] Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F. Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

Annexure-IV

Procedure for Evaluation of Performance of Vendor/ Suppliers

1.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with HNGPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of HNGPL.

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.

PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any

- Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

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

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

FOR OPERATION & MAINTENANCE

- vi) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- vii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- viii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

- ix) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- x) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on

Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **Six Months**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Six Months**

In case of repeated offence on above ground covered under sl. no. (i), (ii) and (iii):

- For once- **1 year.**
- For two and above-**3 years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

2. REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

3. EFFECT OF HOLIDAY

If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be

without prejudice to other terms and conditions of the contract.

4. Effect on other ongoing tendering:

after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

5. Procedure for Suspension of Bidder

Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated by C&P Department when Non-performance of Vendor / Supplier Contractor/ Consultant leading to termination of Contract/ Order.

Suspension Procedure:

The suspension period shall be limited to maximum six months.

The suspension order shall also be hosted on HNGPL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

Period of suspension shall be accounted for in the final order passed for putting the party for holiday

The decision regarding suspension of business dealings should also be communicated to the agency.

Prior to putting the party on holiday, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for putting the agency on holiday for future business from HNGPL.

The competent authority to approve the suspension will be same as that for according approval for holiday.

The process for putting the agency on suspension list shall be completed within 30 days from the date of recommendation by site committee.

Effect of Suspension of business.

Effect of suspension on other on-going/future tenders will be as under:

No enquiry/bid/tender shall be entertained from an agency as long as the name of Agency appears in the Suspension List.

If an agency is put on the Suspension List during tendering:

after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

after opening of price, the offer of the agency shall be ignored & will not be further evaluated. If the agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited. EMD submitted by such agency shall be returned.

The existing contract (s)/ order (s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/HNGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

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

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

7.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to HNGPL 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.

8.0 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 of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors.

9. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, HNGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 10.0** In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of HNGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from HNGPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Haridwar Natural Gas Pvt. Ltd.

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name: Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

QUALITY PERFORMANCE

40 Marks

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

i) Rejection/Defects	Marks to be allocated on 10 marks pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation	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

Haridwar Natural Gas Pvt. Ltd. PERFORMANCE RATING DATA SHEET

(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorized Signatory:

Name: Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

QUALITY PERFORMANCE **40 Marks**

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

i) Rejection/Defects	Marks to be allocated on 10 marks Pro rata basis for acceptable quantity as compared to total quantity for normal cases	
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-V

Forms & Format

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-14A	CHECK LIST FOR QUOTED ITEMS
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND
F-22	FREQUENTLY ASKED QUESTIONS
F-23	DECLARATION FOR BID SECURITY
F-24	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE
F-25	PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)

BIDDER'S GENERAL INFORMATION

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.

Tender No. - HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/ Power of Attorney holder(s) of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
7	Mobile Number	
8	E-mail address	
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}

12	Bid Currency	INR
13	Banker's Name	
14	Branch	
15	Bank account number	
16	IFSC code	
17	PAN No.	[Enclose copy of PAN Card]
18	GST No.	[Enclose copy of GST Certificate]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small/Medium Enterprise a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. b) If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. c) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	(Bidder to submit documents as specified in Clause 39 of ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	Offer No. and dated	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of
450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For
Haridwar GA.

Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
"including "Specifications & Scope of Services", "General Conditions of Contract [GCC]",
"Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which
is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part
of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos.

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit"
as mentioned in Tender Document for the due performance within "thirty [30] days" of such
Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document
(including addenda/ corrigenda) together with the "Notification of Award" shall constitute a
binding Agreement between us.

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

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

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

F-3

LIST OF ENCLOSURES

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMHElectric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.

Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section 1.1 (A) of ITB.
6. Bid Security/EMD * [**Submission of Original is not applicable for online banking transaction**]
7. Integrity Pact*
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.
Tender no:- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued. In witness

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of
450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar
GA

Tender no.:- HNGPL/HARIDWAR/CNGBSTCOMP/22-23/01

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

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Haridwar Natural Gas Pvt. Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Haridwar Natural Gas Pvt. Ltd. during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any

consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s.
..... (Applicant)
- FOR

Authorized Signature

(Original Bank)

Counter Signature

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to HNGPL.

"NO DEVIATION" CONFIRMATION

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

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

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

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

We hereby confirm that we are not on 'Holiday' by HNGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of HNGPL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of HNGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to HNGPL by us.

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

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following Certificate shall be automatically enforceable:

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

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

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Performance Guarantee No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Haridwar Natural Gas Pvt. Ltd. having registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakand -247667 (herein after called the "HNGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Haridwar Natural Gas Pvt. Ltd., in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1 We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Haridwar Natural Gas Pvt. Ltd. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to HNGPL in such manner as HNGPL may direct the said amount of Rupees _____ only or such portion thereof not

exceeding the said sum as you may require from time to time.

- 2 You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
- 3 Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
- 4 The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 5 This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by HNGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by HNGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction _____ from _____ M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.
- 6 Bank also agrees that HNGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that HNGPL may

have in relation to the supplier's/contractor's liabilities.

- 7 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by HNGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Haridwar.
- 8 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9 We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK GUARANTEE"

- 1 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Haridwar.
- 2 The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 3 A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
- 5 If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
- 6 Bidder can submit CPBG on line through issuing bank to Haridwar Natural Gas Pvt. Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Haridwar Natural Gas Pvt. Ltd..

F-10**AGREED TERMS & CONDITIONS**

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA
Tender No.- HNGPL/HARIDWARCNGBSTCOMP/23-24/01

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
3	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:%
3.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: HNGPL..... % Bidder %
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5	Confirm that Contract Performance Security will be Furnished as per Bid Document.	
6	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno- commercial Bids.	
11	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
12	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13	Confirm that Annual Reports (duly certified/ attested by notary public with legible stamp) for the last three financial years [wherever financial criteria of BEC is applicable] are furnished along with the Un-priced Bid. (F-16)	
14	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ HNGPL or his relative is a partner.	
16	All correspondence must be in ENGLISH language only.	
17	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19	<p>Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.</p> <p>* It shall be the sole responsibility of the bidder to inform HNGPL about the changes that may occur in the stated declaration during the course of finalization of the tender.</p>	
20	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital/physical signatures of the authorized person	CONFIRMED
21	<p>a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p> <p>c) If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p>	

	d) The above documents submitted by shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director of the entity)	
22	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to HNGPL, but also for criminal proceedings under the relevant laws.	CONFIRMED
23	Confirm that scanned copy of the EMD / Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier	CONFIRMED
24	Confirm that no Price disclosing files have been attached with unpriced/ technical bid. *In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
25	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in bid document.	CONFIRMED

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of
450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar
GA

Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP /23-24/01

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :.....

Fax Number :.....

Contact Person :.....

E-mail Address :.....

Mobile No. :.....

Date :.....

Seal/Stamp :.....

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

Reasons for non-submission of bid:

Agency's Name :.....

Signature :.....

Name :.....

Designation :.....

Date :.....

Seal/Stamp :.....

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

M/s. Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.

Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for Cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Physically Signing on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		

viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, Physically signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14A

CHECK LIST FOR QUOTED ITEMS

ITEM CITY	SOR ITEM DESCRIPTION	QUOTED / NOT QUOTED
1	Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA (Entire SOR item(s))	

(Seal & Signature)

F-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____ Tender No:

To
Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

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 HNGPL Tender no.
..... dated for(Name
of the supply/services) and as per the terms of the said RFQ/Tender they have to furnish a certificate
from their Bank confirming the availability of line of credit.

Accordingly M/s(name of the Bank with address) confirms availability
of line of credit to M/s (name of the bidder) for at least an amount of Rs.
_____/ USD _____.

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

Yours Truly,

For _____

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

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.

The bank shall be required to issue the letter for 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.

F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR
FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s...
.....(Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions**

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions:

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

F-17

NOT APPLICABLE

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Haridwar Natural Gas Pvt. Ltd.
129, Behind Matrichaya Medical Centre,
New Haridwar Colony, Ranipur More,
Haridwar - 249401

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA
Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/22-23/01

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	HNGPL's REPLY
	Sec. No.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

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

F-19
E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Haridwar Natural Gas Pvt. Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Haridwar Natural Gas Pvt. Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

F-20 INTEGRITY PACT

(IP signed by HNGPL's executive shall be made part of tender document)

INTRODUCTION:

HNGPL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (HNGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with HNGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with HNGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass HNGPL’s confidential information to any third party unless specifically authorized by HNGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any HNGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against HNGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they would be banned from the HNGPL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, HNGPL shall be entitled to terminate the Contract. Further, HNGPL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against HNGPL or its associates, HNGPL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by HNGPL, in terms of Integrity Pact(IP) which forms part of HNGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in HNGPL or directly with Vigilance office, Haridwar Natural Gas Pvt. Ltd., registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakand -247667

INTEGRITY PACT

(To be executed on plain paper)

Between Haridwar Natural Gas Pvt. Ltd., a Government of India Public Sector, (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.
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 HNGPL's future contract/ tender processes **for a period specified in HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per HNGPL'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 HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive 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 HNGPL as per HNGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive 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.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or 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 6 to 8 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. 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 HNGPL.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract,

and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Haridwar. 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.

(Name & Designation)

(Name & Designation) For the Principal
For the Bidder/Contractor

Place -----
Date -----

Witness 1: -----
Witness 2: -----

INDEMNITY BOND

WHEREAS HNGPL. (hereinafter referred to as “**HNGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakand -247667 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *.....

and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

HNGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of HNGPL indemnifying HNGPL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of HNGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against HNGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to HNGPL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by HNGPL for itself and for and on behalf of its employees, Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with HNGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of HNGPL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which HNGPL and/or its employees and Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of HNGPL are settled by the Contractor and/or HNGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor] Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL NO	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no D of Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than one offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender?	Yes. Refer Annexure I to Instructions to Bidders of Tender Document and FAQs as available on HNGPL Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

DECLARATION FOR BID SECURITY

(To be submitted on letter head of bidder)

To,
M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya Hospital,
Ranipur Mode, Haridwar-249401 (U.K.) India

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450
SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA

Tender No.: HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/
Addenda), we M/s _____ (Name of Bidder) have submitted our offer/ bid no.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are
submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of HNGPL in this
regard), if we are in breach of our obligation(s) as per following:

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during
the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the HNGPL during the period of bid
validity:
 - i. fail or refuse to execute the Contract, if required, or
 - ii. fail or refuse to furnish the Contract Performance Security, in accordance provisions of
tender document.
 - iii. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- c. having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place
Date

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

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**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE
SECURITY/SD WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)**

To,

M/s HARIDWAR NATURAL GAS PVT. LTD.
129, New Haridwar Colony, Behind Matrichaya
Hospital, Ranipur Mode, Haridwar-249401 (U.K.)

Sub: Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of
450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For
Haridwar GA

Tender No.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document. We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place

[Signature of Authorized Signatory of Bidder]

Date

Name:

Designation:

Bidder Name:

Seal:

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[Not Applicable]

ANNEXURE TO CLAUSE NO. 107 - Arbitration

Clause no. 107 of General Conditions of Contract (GCC) have been modified to the extent that the following provision i.e. 'Dispute Resolution Clause' shall be part of the clause

- 1.0 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules
- 2.0 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 3.0 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 4.0 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 5.0 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Haridwar Natural Gas Pvt. Ltd. Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.0 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 7.0 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

PART-II – CONDITIONS OF CONTRACT

Section 2: General Conditions of Contract-Goods
(To be read in conjunction with other sections of the bid documents)

General Conditions of Contract

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1. Definitions

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

- 1.1 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **CONSULTANT** [if engaged] shall mean M/s _____ having its registered office at _____. The term consultant includes successors, assigns of M/s _____.
- 1.3 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.4 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations
- 1.5 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.6 **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.
- 1.7 **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.
- 1.8 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.9 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.10 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test
- 1.11 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract
- 1.12 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.13 **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

- 1.14 PURCHASER shall mean HNGPL. The term PURCHASER includes successors, assigns of HNGPL.
- 1.15 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.
- 1.16 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
- 1.17 Quantities – Bills of quantities
- 1.18 Bills of quantities
- 1.19 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.
- 1.20 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.
- 1.21 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.22 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.
- 1.23 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.
- 1.24 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.25 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.26 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.
- 1.27 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. Seller To Inform

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

3. Application

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

4. Country of Origin

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

5. Scope of Contract

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

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

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

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

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

5.6 All dimensions and weight should be in metric system.

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

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

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

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

6. Standards

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

7. Instructions, Direction & Correspondence

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

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8. Contract Obligations

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

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

9. Modification In Contract

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

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

10. Use of Contract Documents & Information

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

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

11. Patent Rights, Liability & Compliance of Regulations

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

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

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

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

12. Performance Guarantee

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

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

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

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

13. Inspection, Testing & Expediting

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

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

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

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

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

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

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

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The

INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

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

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

13.11 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.

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

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

13.14 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 Time Schedule Network/Bar Chart

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

14.2 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

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

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

Progress Trend Chart/Monthly Report

- 14.4** SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.4** The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.5** The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.6** PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.7** Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.8** Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15. Delivery & Documents

- 15.1** Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2** Delivery shall be deemed to have been made :
- a. In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b. In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c. In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16. Transit Risk Insurance

- 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 Purchaser. Insurance Requirements:
- Indigenous Bidders : Transit risk insurance from
F.O.T. dispatch point onwards shall be arranged and borne by Bidders.
Foreign Bidders : Marine insurance as well a transit insurance in Purchaser's
country shall be arranged and borne by Bidder.
- 16.3 The SELLER shall ensure that in effecting despatch 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 jeopardised. The Seller shall furnish the cost of materials against each equipment.

PURCHASER's Insurance Agent:

[The name and address-as mentioned under SCC]

17. Transportation

Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price. 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: Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

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

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

18.3 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-term assistance, from the date of notice given by Purchaser.

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

19. 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.

19.2 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and In the event of termination of production of the spare parts:

- a. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- b. Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.3 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 :

- a. The construction, execution and commissioning.
- b. 2 years operation and maintenance.

19.4 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.

- a. Type and sizes of bearings shall be clearly indicated
- b. Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

- 19.5 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.
- 19.6 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

Lubricants

- 19.7 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 19.8 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.9 Seller shall indicate various equivalent lubricants available in India

20 Guarantee

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to 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.
- 20.2 PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair. In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within

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

20.3 PERFORMANCE GUARANTEE OF EQUIPMENT

20.3.A 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.

20.3.B 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.

20.3.C If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to 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/CONSULTANT in this regard shall be to SELLER's account.

21 **Terms of Payment.**

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

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

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

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

21.5 **General Notes:**

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

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

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

All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.

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

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

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

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

22 Prices

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

23 Subletting & Assignment

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.

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

- a. 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:
- b. 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

- c. 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; o
- d. 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 above. 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 price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule For Delayed Delivery

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

Deductions shall apply as per following formula:

- a. In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price
- b. 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. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.
- c. 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.

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

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

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.

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

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**

Termination for Default

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:

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

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

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.

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

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

Termination for Insolvency

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

Termination for Convenience

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

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

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**

Shall mean and be limited to the following:

War/hostilities

Riot or Civil commotion

Earthquake, flood, tempest, lightening or other natural physical disaster.

Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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

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

30 **Resolution of Disputes/Arbitration**

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.

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.

Legal Construction

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

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 (HNGPL) 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 Uthrakhand

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Uttarakhand (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

31 Governing Language

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

32 Notices

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.

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

33 **Taxes & Duties**

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

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

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

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

34 **Books & Records**

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

35 **Permits & Certificates**

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 and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 **General**

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.

Losses due to non-compliance of Instructions

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

Recovery of sums due

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

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

Cut-off Dates

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

Paragraph heading

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

37 Import License

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

38 FALL CLAUSE

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.

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/organizations²⁶ 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

Exports by the Contractor/Supplier or Sale of goods as original equipment at prices lower than the prices charged for normal replacement sale of goods such as drugs which have expiry dates.

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 HNGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the HNGPL 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

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

40 Repeat Order

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

41 Limitation of Liability

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.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. HNGPL/

Dated -----

Contract Agreement for the work of ----- of HNGPL Ltd. made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and HARIDWAR NATURAL GAS PVT. LTD. hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to

be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on behalf of EMPLOYER.

Signed and Delivered for and on behalf of the CONTRACTORS.

HNGPL

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

General Conditions of Contract-Services
(To be read in conjunction with other sections of the bid documents)

Sl. No.	Description
SECTION – I	DEFINITIONS & INTERPRETATIONS
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	GENERAL INSTRUCTIONS & OBLIGATIONS
2.1	Formation of Contract
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2.3	Addenda/Corrigenda
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2.7	Retired Government or Employer’s Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider’s Representative & Personnel
2.12	Service Provider’s Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
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SECTION – III	PERFORMANCE OF SERVICE
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4.1	Deduction from the Contract price
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4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
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4.7	Income tax
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5.1	Labour Laws
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5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
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SECTION – VI	DISPUTE RESOLUTION AND ARBITRATION
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract

DEFINITIONS & INTERPRETATIONS**1.1 Definition of Terms**

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptancethereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The “Employer/Service Receiver/ Company/Owner” means HNGPL, having its Marketing office at 129, New Haridwar Colony, Behind Matrichaya Hospital, Ranipur Mode, Haridwar – 246401 and its registered office at Bharat Petroleum Corporation Limited, Landhora, Roorkee - 247667 and includes its successors, assigns and Site(s)/work center(s).

The “Engineer-In-Charge” (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance” means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services

and approvals from any agency/third party & license(s)/permissions from statutory authorities(if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it’s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

- 1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s),

then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender 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 thereof of the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.3.6 "Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and the Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years."

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases

and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/FRAUDULENT /COLLUSIVE /COERCIVE PRACTICES AND EVALUATION OF PERFORMANCE

The Bidder(s)/Service Provider(s) are required to abide by the following provisions:

- (i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Detailed Procedure is elaborated in the tender document.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of HNGPL and shall not indulge themselves or allow others (working in HNGPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/HNGPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.

- (ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

Detailed Procedure is elaborated in the tender document.

2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation/severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the

State/Central Government of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

2.9 ABNORMAL RATES

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which

rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL

2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

2.13 CONTRACT PERFORMANCE SECURITY (CPS)

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after

Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award takes care of the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS. As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.
- 2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall

constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such times specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub-clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in

account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the

uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall have liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT/FRAUDULENT/ COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with HNGPL. The detailed procedure for banning including suspension is elaborated in the tender document.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard is elaborated in the tender document.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment

mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- c) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- d) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

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

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall beentitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploythe required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and notas penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, HNGPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on HNGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

2.23 ASSIGNMENT/SUBLET

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, 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 Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

2.24 LIENS

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

2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC

and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33 CONFIDENTIALITY

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials / manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand

aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non- performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

3.4 SUSPENSION OF SERVICES

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from

the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE

3.6.1 **APPLICATION FOR COMPLETION CERTIFICATE:** When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 **COMPLETION CERTIFICATE:** Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 **COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 **EXECUTION CERTIFICATE:**
Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The

Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY

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

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS

4.2.1 SERVICE PROVIDER'S REMUNERATION

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his

power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES

4.3.1 BILLING PROCEDURE

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.2 MODE OF MEASUREMENT

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must

intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

- 4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employers shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE

- 4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.
- 4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.
- 4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative

cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: “The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.

4.5.10 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided

for by this Contract, by third parties, or by Central or State Government authority or any administrative sub- division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX

- 4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.
- 4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC)

if non- resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.3 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made

thereunder from time to time.

- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS

- 5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE

- 5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT

- 5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and

pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials.

Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job; Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

SECTION - IV

6.0 DISPUTE RESOLUTION AND ARBITRATION

6.1 DISPUTE RESOLUTION

- 6.1.1 HNGPL has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.
- 6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.
- 6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and HNGPL Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration in terms of clause no. 6.2. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be

borne by the Parties in equal share.

- 6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

6.2 ARBITRATION

- 6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of 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 proceedings shall be in English language and seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in "Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coercive Practices", the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

6.3 JURISDICTION

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

6.4 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS HARIDWAR NATURAL GAS PRIVATE LIMITED (hereinafter referred to as HNGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Bharat Petroleum Corporation Ltd., Landhora, Roorkee, Haridwar, Uttarakhand, India, 247667 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) HNGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by HNGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by HNGPL to the CONTRACTOR, HNGPL has required the CONTRACTOR to furnish to HNGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified HNGPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to HNGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to HNGPL forthwith on demand in writing without protest or demur the value as specified by HNGPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with HNGPL costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and

aggregate limit of Rs. _____ (Rupees _____). AND THE CONTRACTOR hereby agrees with HNGPL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of HNGPL arising hereunder upto and until the midnight of . However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to HNGPL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of HNGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of HNGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by HNGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by HNGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to HNGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the Contractor

Section 3
Special Conditions of Contract (SCC)

SPECIAL CONDITION OF CONTRACT

1. GENERAL

DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalized terms in Section 2 “GCC”, 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 2 “GCC”, the meaning ascribed to such term hereunder shall prevail:
- 1.1.1. Definitions
- Effective date : shall mean the date on which Contractor/ supplier’s obligations will commence and that will be date of issuance of Fax of Acceptance
- Commissioning : shall mean completion of erection, installation, hook-up & site acceptance test of **CNG BOOSTER COMPRESSORS** to Owner/consultant as defined in bid documents.
- 1.2 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.3 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 Contract so far as it may be practicable to do so.
- 1.4 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.5 Wherever it is mentioned in the specifications that the Contractor/ supplier shall perform certain work or provide certain facilities, it is understood that the Contractor/ supplier shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.6 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.7 Void
- 1.8 It will be the Contractors/ suppliers responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor/ supplier.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work/supply shall be as specified in Section - IV & tender / addendum / corrigendum document.

3.0 CONSTRUCTION WATER AND POWER SUPPLY

3.1 No water and power will be provided by the owner. It should be the responsibilities of the contractor/ supplier to arrange water and power at his own cost.

4.0 COMPLETION SCHEDULE

As per Invitation for Bid (IFB).

5.0 COMPLIANCE WITH LAWS

5.1 The Contractor/ supplier shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.

6.0 GOVERNMENT OF INDIA NOT LIABLE

6.1 It is expressly understood and agreed by and between the Contractor/ supplier and the Owner that the Owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principle of Contract Law. The Contractor/ supplier expressly agrees, acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor/ supplier hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India in any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.

7.0 LIMITATION OF LIABILITY

7.1 The final payment by the Owner in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner.

7.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor 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 profit or loss of production.

Clause no. 41 of GCC-Goods stands modified to the above extent.

Note: Limitation of liability clause shall be separately applicable against individual release order.

8.0 Deleted.

9.0 SUBSEQUENT LEGISLATION

9.1 All duties, taxes (including works contract/ trade tax / turnover tax/ GST, as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractor/ suppliers account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date shall be to the Owner account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractor/ suppliers account.

10.0 TAXES, DUTIES AND LEVIES IN INDIA

10.1 The Contractor/ supplier agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty , IGST, Cess, etc., as applicable, now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons, employed by the Contractor/ supplier and the Contractor/ supplier shall be responsible for the compliance, with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor/ supplier further agrees to comply, and to secure the compliance of all sub-contractor/ suppliers with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor/ supplier further agrees to defend, indemnify and hold Owner/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor/ supplier Subcontractor/ supplier of such laws, regulations or requirements and also from all claims, suits proceedings that may be brought against the Owner/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of Works Contract Tax / Trade tax / Turnover tax as applicable.

10.2 Owner/Consultant shall make from Contractor/ suppliers bills such tax deductions as are required as per rules and regulations in force from time to time.

10.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

10.4 VOID

11. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES, IF ANY

11.1 The Contractor/ supplier agrees to and does hereby accept full and exclusive liability at is own cost forthe payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor/ supplier, his agents, sub-contractor/ supplier and their employees etc. for performance of work under this contract. The Contractor/ supplier shall bedeeded to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall, not be varied in any way on this account.

12. Deleted

13. INCOME TAX & CORPORATE TAX

13.1 Income Tax deductions shall be made from all payments made to the Contractor/ supplier as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

13.2 Corporate Tax liability, if any, shall be to the contractor/ suppliers account.

13.3 Works Contract tax or any other tax as may be applicable shall be deducted as per the trade tax act

14.0 DELETED

15. ISSUE OF ESSENTIALITY CERTIFICATE

No essentiality certificate shall be issued by Owner.

16. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

16.1 Contractor/ supplier agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor/ supplier is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor/ supplier further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor/ supplier will furnish the evidence of payment of applicable taxes, in the country(ies) of the Contractor/ supplier's and his sub-contractor/ supplier(s) and expatriate employees.

17. FIRM PRICE

17.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects under this contract.

18. **Fall Clause as per GCC-Goods** - Applicable for this tender

19. PROVIDENT FUND ACT

- 19.1 The Contractor/ supplier shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor/ supplier shall deposit Employees and Employers contributions to the RPFC every month. The Contractor/ supplier shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

20. PAYMENT TERMS AND MODE OF PAYMENT

- 20.1 The terms and mode of payment shall be as per Appendix-I hereto.

21. Deleted.

22. SITE HANDOVER AND PERMITS:

The Owner shall provide to the Contractor/ supplier free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor/ supplier shall complete all site activities including Site Acceptance test (SAT) & handing over of system to Owner.

The Contractor/ supplier shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor/ supplier shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor/ supplier to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor/ supplier shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor/ supplier is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

23. VOID.

24. STATUTORY APPROVALS

- 24.1 The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

25. TESTS AND INSPECTION

25.1 The Contractor/ supplier shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in SOR.

26. PRICE REDUCTION SCHEDULE (PRS)

Pursuant to cl. no. 26 of GCC-Goods & 2.22 of GCC – Services, the Price reduction schedule shall be modified to the following extent:-

26.1 Price Reduction Schedule for delay in completion will be applicable separately for:

- i) Part A: Supply on FOT site basis
- ii) Part B: Installation, testing, commissioning etc. (excluding Price towards Annual operation, repair & comprehensive Maintenance)

26.2 The portion of supply completed in all respect 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 price reduction schedule @ ½% of the delayed delivery value per complete week of delay or part thereof.

Note: Compressor package shall be considered delivered only after receipt of compressor unit on FOT site/ store, complete in all respect with all required parts & accessories.

26.3 Price Reduction Schedule for Installation, testing, commissioning shall be applicable @ ½% of the value of Installation, testing, commissioning per complete week of delay or part thereof.

26.4 The maximum value of PRS shall be limited to 5% (five percent) of total order value for supply (Part-A) + Installation, testing, commissioning etc. (excluding Price towards Annual operation, repair & comprehensive Maintenance) (Part-B). For PRS purpose, the above-mentioned contract price shall be excluding GST.

Note: Price reduction schedule to be applicable separately against individual release order with specific delivery period and not on the total contract value.

27. VOID

28. ORIGIN OF GOODS

28.1 (In partial modification to GCC)
In case of goods being supplied are from out of India, a certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

29. LIEN

29.1 Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

30. GOVERNING LAW

- 30.1 Laws of India will govern the Contract and Delhi courts will have exclusive jurisdiction on all matters related to Contract.

31. DEFECT LIABILITY PERIOD

Clause no. 20 of GCC-Goods (Guarantee) & clause 3.5 of GCC-Services (Defects Liability Period) shall stand modified to the following extent:

- 31.1 The Contractor / Supplier shall guarantee the Supplies, installation /Work for a period of 12 months from the date of completion of Work i.e. date of commercial operation or commissioning, whichever is earlier, as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR/ SUPPLIER at his own expense as deemed necessary by the ENGINEER IN CHARGE or in default, the ENGINEER IN CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR/SUPPLIER or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

Note: Defect Liability period clause shall be separately applicable against individual release order with specific delivery period.

32. INSPECTION OF SUPPLY ITEMS

- 32.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/ supplier/ Manufacturer.
- 32.2 The contractor/ supplier/ sub-contractor/ sub-supplier shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner / Consultant free of cost for carrying out inspection.
- 32.3 Vendor shall advise Owner / Consultant in writing at least 10 days in advance of the date of final inspection / tests. Manufacturer's inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner/ Consultant.

33. QUALITY ASSURANCE /QUALITY CONTROL

- 33.1 The Owner/ Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

33.2 The contractor/ supplier has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor/ suppliers QA/QC Engineer(s) are incompetent or insufficient, contractor/ supplier has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-Charge.

33.6 In case contractor/ supplier fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

33.4 The Contractor/ supplier shall adhere to the quality assurance system as described in bid document.

34. HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

34.1 The Contractor/ supplier during entire duration of the Contract, shall adhere to HSE requirement as described in the bidding document.

35. SITE CLEANING

35.1 The Contractor/ supplier shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

36. COORDINATION WITH OTHER AGENCIES

36.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor/ supplier.

37. Deleted

38. Deleted

39.0 Deleted

40. INSURANCE

40.1 Insurance for free issue material

All supplies at FOT site for site works shall be considered free issue material to contractor.

Contractor/ supplier shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including all cost components) upto 15 days beyond commercial operation by purchaser. Contractor/ supplier's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor/ supplier to note that the beneficiary of insurance cover shall be the Owner.

40.2 Insurance in India

40.2.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor/ supplier, Contractor/ supplier shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/ Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner/ Consultant against all risks as detailed herein. The form and the limit of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/ Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract till completion of installation, testing & commissioning including PG tests shall be that of contractor/ supplier alone. Contractor/ supplier's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor/ supplier.

40.2.2 Any loss or damage to the equipment during inland transportation, storage, erection and commissioning till such time the work is taken over by Owner/ Consultant, shall be to the account of contractor/ supplier. Contractor/ supplier shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the work damaged or lost. Contractor/ supplier shall provide the Owner/ Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner/ Consultant immediately upon the contractor/ supplier having taken such insurance coverage. Contractor/ supplier shall also inform the Owner/ Consultant at least 60 (sixty) days in advance regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary well in time.

The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

40.2.3 All costs on account of insurance liabilities covered under this contract will be to contractor/ supplier's account and will be Contract Price. However Owner/ Consultant may from time to time, during the currency of the contract, ask the contractor/ supplier in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.

40.2.4 **Transit Insurance:** Transit insurance shall be arranged and paid by Supplier. Supplier shall, immediately on booking of each consignment, file an insurance declaration through fax stating details like Name of suppliers, P.O. No., short description of material, LR No. & date, Name of Transporter, Value of consignment, transit from and to etc. with Insurance Company and transmitted copy of fax must be submitted to HNGPL along with the documents submitted for payment.

The above to be done on top priority immediately after affecting the dispatches, failing which the supplier shall be fully responsible for transit damage, if any.

40.2.5 Contractor/ supplier as far as possible shall cover insurance with Indian Insurance companies.

40.2.6 Owner will be co-insured in the policy.

40.2.7 Contractor/ supplier will be required to submit documentary proof for the transit insurance before dispatch.

41. PERFORMANCE EVALUATION

Refer ITB.

42.0 TRAINING OF PURCHASER'S PERSONNEL

Contractor/ suppliers shall train Purchase's Engineers as per the scope define in the Job specifications. Bidder's quoted price shall include all expenses towards bidder's personnel's travel, transportation, boarding, lodging, living and personnel expenses, etc. for on site training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

43.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

43.1 Bidder shall include in his offer the Quality assurance programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.

43.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.

43.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.

43.4 The Owner / Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

44.0 ERECTION AND INSTALLATION

The CONTRACTOR/ SUPPLIER shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR/ SUPPLIER's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR/ SUPPLIER shall make every effort to carry out such

instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

45.0 EVALUATION BASIS

Evaluation shall be done as per Section-II.

46.0 FIELD INSPECTION

CONTRACTOR / SUPPLIER shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR/ SUPPLIER.

47.0 PROJECT SCHEDULING & MONITORING

The following schedules / documents / reports shall be prepared and submitted by the Bidder / Contractor / supplier for review/approval at various stages of the contract.

47.1 AFTER THE AWARD OF CONTRACT

a) Time Schedule

The successful bidder is required to submit a Project Time Schedule in Bar Chart Form, after award of contract. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates.

b) Overall Project Schedule

The Contractor/ supplier shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

48.0 COMPLETION OF THE FACILITIES

48.1 Purchaser will take over the Work on its Completion.

49.0 STORAGE AND PRESERVATION

49.1 Contractor/ Supplier shall be fully responsible for safe custody, storage and preservation of all the supplies and materials / equipment required for carrying out the work until handing over of the complete facility to the Purchaser at site at no extra cost.

If required, materials /equipment shall be stored in Purchaser's designated store till further handing over the supplies, materials /equipment to contractor for installation, testing, erection of the equipment.

After taking over the equipment/materials from purchaser, contractor shall be fully responsible for safe custody, storage, insurance and preservation of all the supplies and materials / equipment required for carrying out the work until handing over of the complete facility to the Purchaser.

Further, activities like loading/ unloading at store as well as at site, re- transportation of material (if required), equipment, tools & tackles etc. until handing over of the complete facility to the Purchaser shall be arranged by contractor/ supplier and in case of re-transportation, **payment shall be made as perSOR items relevant for the same.**

50.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

50.1 The Contractor/ supplier will strictly adhere to HSE requirements as per Technical Specifications.

51.0 DELETED

52.0 Instruction to Bidder

52.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, inland transportation upto the designated Project Sites, all taxes, duties, levies, fees, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, re-transportation of the package from the store to the actual site/ station (if required) including transit insurance, other associated works including materials, tools/ tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, performance test, Site Acceptance Test, Trial Run and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

52.2 The Supplier, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall insure sizing for packing of all over sized consignments in such a way that availability of carrier and/or road/rail rout is properly taken in to consideration. Supplier shall follow the packing, marketing and shipping instructions as per tender.

52.3 VOID.

52.4 The quoted price shall be deemed to be inclusive of all applicable taxes & duties excluding GST, works contract tax (if applicable), local taxes, import duty (if any applicable on vendor) and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

52.6 ~~All Bidders are requested to indicate positively the division of work~~

~~(a) To be directly undertaken by the Bidder~~

~~(b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall~~

~~responsibility.~~
(e) ~~A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.~~

53.0 VOID

54.0 LOCAL CONDITION

54.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.

54.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

54.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.

54.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor/supplier shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

55.0 Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

56.0 Deleted

57.0 ARBITRATION

57.1 Clause pertaining to Arbitration in GCC shall be replaced by the following:-

57.1.1 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 sole arbitrator.

57.1.2 The Owner shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/ Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.

- 57.1.3 In the event of failure of the other party 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 Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.
- 57.1.4 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 New Delhi, India.
- 57.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.
- 57.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).
- 57.1.7 Bidders/ Supplier/ Contractors 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 1976.

57.1.8 DISPUTE RESOLUTION

Refer ITB.

Accordingly, Clause no. 30 of GCC-Goods shall stand modified to the above extent.

58.0 VOID

59.0 INDEMNITY BOND

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as given in tender. The Indemnity Bond against quantities ordered shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06 (six) months from date of the receipt of last consignment at site.

Indemnity Bond to be executed by the supplier latest by the time of dispatch of supply.

60.0 RULES, REGULATIONS AND PROCEDURES

- 60.1 CONTRACTOR/ SUPPLIER shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

60.2 Various procedures and method statements to be adopted by CONTRACTOR/ SUPPLIER during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

61. **DESTINATION /STORE**

As per MR (Material Requestion)/Scope of Supply in Section-IV.

SI. No.	GA	Delivery Location
1	Haridwar	HNGPL sites/store within Haridwar GA (Haridwar, Roorkee, Laksar)

62.0 **ORDER OF WORKS / PERMISSIONS / RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR/ SUPPLIER, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractor/ suppliers, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR/ SUPPLIER shall plan and execute work accordingly.

63.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR/ SUPPLIER is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR/ SUPPLIER, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR/ SUPPLIER to properly identify such claims. Such claims shall be paid by the CONTRACTOR/ SUPPLIER within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR/ SUPPLIER within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR/ SUPPLIER under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR/ SUPPLIER fails to satisfy the OWNER of such claims.

64.0 **CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES**

CONTRACTOR/ SUPPLIER shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR/ SUPPLIER. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

65.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS

Approved vendors for various major items are specified in the technical specification of this tender document. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor/ supplier for itsmake/ supplier's name.

66.0 DOCUMENTATION

66.1 "AS BUILT" DRAWINGS

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "As Built / final" stage and provide the OWNER, the following:-

- a) Three complete set of all original drawings / drawings.
- b) One complete set of softcopy of all original drawings.

66.2 Completion Document

The following documents shall be submitted in hard binder by the CONTRACTOR in Three sets, as a part of completion documents: -

- a) Certified Test results and reports.
- b) Pre-commissioning / commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Site in-charge.
- e) No claim certificate by the Contractor.

67.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour Licence No. printed thereon.
- ii) ESI/ EPF clearance certificates for the last month along with R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) GST Registration Certificate

68.0 DEDUCTION AT SOURCE

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

Owner will release the payment to the Contractor/ supplier after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

69.0 DELIVERY BASIS

Delivery basis:

Date of Delivery

FOT site basis

Date of receipt by PURCHASER/
Consultant at the designated site(s).

Item Description	Delivery Completion Period
Design, Engineering, Testing and Supply (on FOT Site basis) Including packaging, forwarding, transportation, etc. for MR item no. 1.1 Covered Under Schedule of Rates (SOR).	Within 14 weeks from date of FOA/written intimation from HNGPL side
Installation, Testing & Commissioning of CNG Compressor Package as per MR item no. 2.1 Covered Under Schedule of Rates (SOR).	Within 4 weeks from date of issuance of letter/written intimation from HNGPL side for readiness of site.

70.0 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Fax of Acceptance shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

71.0 The OWNER may waive any minor informality or non- conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

72.0 SINGLE POINT RESPONSIBILITY

72.1 The entire work (for a part/ section or overall scope of work, as applicable as per evaluation methodology) as per scope of work covered under this contract shall be awarded on single point responsibility basis.

73.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, Owner may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request

from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

74.0 SUB-LETTING OF WORKS

"The contractor shall not, save with previous consent in writing of the Engineer-in-charge, 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. However, subletting of WHOLEWORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

75.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

75.1 Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/ Owner's Site Engineer/ DGM/ CM will check the measurement as recorded in the Measurement Books/Bills.

76.0 LOCAL EMPLOYMENT

In order to encourage local employment, contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

77.0 OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

78.0 CONTRACT PERIOD CONDITIONS:

- i) Purchaser can award to supplier as per Schedule of Rates (SOR) in bid document as & when required during the validity of Contract period which will be **twelve (12) months** from the date of Fax of Acceptance or specified in FOA, on successful bidder. Item wise required quantities and completion period shall be informed to Seller by purchaser by a firm 'written Intimation'/ 'Release order' against Contract during its validity.
- ii) Contract Performance Bank Guarantee (CPBG) shall be applicable as per clause no. 37 of ITB & BDS.
- iii) Price Reduction Schedule for delay in completion, Guarantee/ Warranty/ Defect Liability period and contract value for Limitation of Liability will be applicable separately for each order (i.e. Release Order).
- iv) **Purchase against existing Contract:** Purchaser reserves the right to place order up to maximum 50% of the original quantity, during the validity of contract, on the Supplier on

whom the order was originally placed, on the same terms and conditions of the original order. This shall be in addition to quantities ordered earlier & such order can be resorted for any city.

79.0 POST ORDER CORRESPONDENCE:

All post-order correspondence shall be addressed to:

- a) Project In-charge,
Haridwar Natural Gas Pvt. Ltd.
129, New Haridwar Colony,

Behind Matrichaya Hospital, Ranipur Mode,
Haridwar – 249401 (U.K.)
Kind Attn: Mr. Harendra Kumar Gupta, (Ch. Mgr – Projects & C&P)
(E-mail: hgupta@bharatpetroleum.in)
With a copy to email: tenders@hngpl.co.in

80.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of HNGPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to HNGPL in this respect and the Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years

81.0 FORCE MAJEURE:

Covid-19 shall be considered as a cause under Force Majeure clause in GCC.

82.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and

infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of.

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.”

PAYMENT TERMS & MODE OF PAYMENT

[APPENDIX – I TO SPECIAL CONDITION OF CONTRACT]

PAYMENT TERMS & MODE OF PAYMENT

1. PAYMENT TERMS

A. Supply Portion

- i. **85 %** of the total supply order price (per compressor package) will be paid against receipt of ordered item(s) by Owner at site upon receipt and acceptance of bills at site against relevant documents as mentioned in order, payment will be through e-banking.

Document Requirement

- a. Inspection release note issued by inspection Agency appointed by supplier and approved by PNGRB.
 - b. GR / LR.
 - c. Packing List
 - d. Insurance cover note covering transit insurance
 - e. Dispatch Clearance by Owner / Consultant.
 - f. Documents as specified in the Technical Specifications/Material Requisition including all test certificates, if applicable.
 - g. Copy of valid Performance Bank Guarantee as per tender terms & conditions
 - h. Invoice in triplicate (as per GST Act/ Rules)
 - i. 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 this certificate will duly be endorsed by the contractor owning overall responsibility.
 - j. Indemnity Bond: A copy of legal indemnity bond for the value of delivered items. (Which will be valid till equipment is installed & commissioned and taken over by owner at site).
- ii. 15 % of the total supply order price (per compressor package) will be paid within 30 days of successful completion of Installation, Testing, Commissioning and Field Performance test (4 hours) and Field trial run (72 hour) at site and acceptance thereof by Owner and submission of all technical documents as per tender requirement.

However, if erection is not started within 120 days after supply or if Field Performance test (4 hours) and Field trial run (72 hour) are not completed within 105 days from completion of erection and installation, due to non-availability of site / gas, balance payment of 15% of the total supply part shall be processed for release to the successful bidder. In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.

B. Payment for Installation and Commissioning/Field Performance Test

100% payment towards Erection and Commissioning / Field Performance Test shall be payable within 30 working days of the completion of the said respective activities or start of commercial operation of the machine on certification by Engineer-In-Charge.

C. Payment for Operation & Maintenance

Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.

The date of successful performance test at site (which shall be conducted within 90 days from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) will be considered as date of start of the annual maintenance contract.

Case I: PG Test Carried out within 90 days

Bidder shall be paid only 50% of monthly charges towards operation and maintenance of the compressor (from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) as part payment against O&M till PG Test is successfully carried out.

The balance 50% of O&M charge shall be released to the supplier subsequent to successful PG test (i.e., after establishing all the guaranteed parameters as per tender). Further, in case the PT is not successful, the balance 50% shall be forfeited in addition to provision of the other penalty of the tender. The bidder must follow the operation & maintenance requirement as stated below but not limited to and ensure to provide trouble free services to satisfaction of the owner”.

Case II: PG Test Not Carried out within 90 days

Bidder shall be paid only 50% of monthly charges towards operation and maintenance of the compressor (from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) as part payment against O&M till 90 days.

Post 90 days, 80% of O&M Charges for Operation and maintenance of the compressor shall be payable to supplier.

Balance amount of O&M charges i.e. 50% for 90 days and 20% beyond 90 days till PG test is carried out, shall be released to the supplier subsequent to successful PG test (i.e. after establishing all the guaranteed parameters as per the tender). Further, in case the PT is not successful, the balance 50% for 90 days shall be forfeited in addition to provision of the other penalty of the tender.

The bidder must follow the operation & maintenance requirement as stated below but not limited to and ensure to provide trouble free services to satisfaction of the owner.

Note: A declaration on letterhead shall be submitted by supplier along with each bill, confirming fulfillment of all statutory compliances and contractual obligations as defined in the Order/ bid document for the period for which bill has been raised.

D. General Notes

- i. Invoice shall be raised on the basis of not less than one fortnight interval.
- ii. PRS amount pertaining to supply part shall be deducted from 85% of the total supply order price to be paid against Sl. no. i) of Payment Terms.
- iii. All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv. All bank charges incurred in connection with payments shall be to vendor's accounts.
- v. Unless otherwise specifically stated in bid document, all payments shall be made in the

- vi. currency quoted.
- vii. No interest charges for delay in payments, if any, shall be payable by Owner.
- viii. Bidder shall ensure payment of minimum wages, **as per Central Govt. or respective State Govt., whichever is higher**, to its people engaged in the site activities/ AMC.
- ix. **Penalty/ deductions for non-performance, if any, shall be applicable as per provisions stipulated in Section – IV (Scope of supply).**
- x. EIC for **Annual Operation, repair & Maintenance shall be HNGPL/HNGPL's Representative.**
- x. The rates quoted for Annual Operation, repair & Maintenance shall be inclusive of cost of relievers, fulfillment of statutory compliances and meet all the contractual obligation as defined in the bid document.

E. MODE OF PAYMENT

As per ITB.

Within 45 days after award of order, the Bidder shall furnish a detailed “Billing schedule” separately under different heads for Owner’s approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their shipment/despatch schedule.

2. DEDUCTION AT SOURCE

- 2.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 2.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

3. PAYING AUTHORITY:

In-charge (Finance & Accounts),
Haridwar Natural Gas Pvt. Ltd.
129, New Haridwar Colony,
Behind Matrichaya Hospital, Ranipur Mode,
Haridwar – 249401 (U.K.)

4. Invoice/ Bill(s) shall be raised in the name of:

Engineer-in-charge (Project)
Haridwar Natural Gas Pvt. Ltd.
129, New Haridwar Colony,
Behind Matrichaya Hospital, Ranipur Mode,
Haridwar – 249401 (U.K.)

5. All bills are to be submitted through Central Dak System, at respective sites, as under:

- 1. All Bills should be submitted in a Closed Envelope.
- 2. Following details should be written on the cover of the Closed Envelope without fail:
Vendor Name:
Invoice No. with date of Invoice
Invoice Amount
Name of the Engineer In-charge
Nature of Bill

Section:4

Scope of Supply/Material Requisition and Technical Specification & Drawings

Part [A] Material Requisition

Item sl. No.	Description of Items	UOM	QTY
1.0	450 SCMH ELECTRIC MOTOR DRIVEN CNG BOOSTER COMPRESSORS		
1.1	<p>Design, Engineering, Manufacturing, Supply (including packaging and forwarding, insurance, custom clearance, handling, loading and unloading at port and delivery & unloading at Client's store / site of skid mounted 37 KW electric motor driven hydraulic CNG Compressor Package of Average 450 SM3 / hr capacity at suction pressure of 30 kg/cm² and discharge pressure 220 / 255 kg/cm² (variable suction pressure range 30 to 200 kg/cm²) The package shall be inclusive of:</p> <p>A) String test of complete compressor package with air/nitrogen along with electric motor and accessories at packagers' factory.</p> <p>B) Special tools & tackles (list and price of each tools and tackles to furnished by the bidder separately in Price Bid)</p> <p>C) Design, Engineering, Manufacturing, Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery & unloading at Client's store /site of air compressor of capacity approx 1.5 kW, discharge pressure approx 7 kg/cm²g , min 100 water liter air receiver and air dryer along with all accessories and auxiliaries.</p>		
a)	Haridwar GA (OMC Sites/HNGPL Store)	Nos.	2
2.0	INSTALLATION, COMMISSIONING, TESTING ETC.		
2.1	Installation, commissioning & Field performance test of Compressor Package including air compressor system at site.	Nos.	2
3.0	Lump sum Annual operation, repair & comprehensive maintenance etc.		
3.1	Lump sum Annual operation, repair & comprehensive maintenance charges per Booster Compressor Package including air compressor for 1st year warrantee period inclusive of all manpower, spare parts, lubricants etc.	Nos.	2
3.2	Lump sum annual operation, repair & comprehensive maintenance charges per Booster Compressor Package including air compressor for second year i.e. after first year of warranty period inclusive of all manpower, spare parts, lubricants etc.	Nos.	2
3.3	Lump sum annual operation, repair & comprehensive maintenance charges per Booster Compressor Package including air compressor for third year i.e. after second year of AMC inclusive of all manpower, spare parts, lubricants etc.	Nos.	2
3.4	Lump sum annual operation, repair & comprehensive maintenance charges per Booster Compressor Package including air compressor for fourth year i.e. after third year of AMC inclusive of all manpower, spare parts, lubricants etc.	Nos.	2

Note:

1. Amount towards transportation shall be payable based on quantities actually transported to various locations and the rate quoted.
2. Considering Haridwar GA's involving multiple districts/cities. As per requirement, supplies shall be made to designated sites/ stores which may be located anywhere within the Haridwar GA. Exact location of sites/stores shall be intimated prior to dispatch of material.
3. The AMC shall be extendable for another 2 years as per owners requirement at the same rate as quoted by the bidder under sl. No. 3.4 of Schedule of Rates (SOR).
4. Inspection shall be carried out by Owner / Consultant / TPIA. Cost of inspection shall be borne by the vendor. Third Party Inspection agency like Lloyds, ABS, SGS, TUV, DNV, BV, Engineers India Limited, or any other Third Party Inspection agency approved by PNGRB only with prior approval of Owner shall be engaged.
5. Rates for Annual 24x7 operation, repair & comprehensive maintenance etc. shall be based on operations of 3 shifts per day (8 hours each).
6. Bidders are required to quote charges for item nos. 3.1 to 3.4 of MR not less than the value arrived based on item-wise percentages specified in SOR (Section 5). In case, bidder's quoted price(s) for year-wise 24x7 Operations & comprehensive maintenance are lower than the amount arrived based on minimum percentages specified, the total shortfall in quoted charges for Operations & comprehensive maintenance (with respect to percentages specified for 1st to 4th year) shall be compensated from the total amount of supply items inclusive freight etc., except GST.

Thus, the value of year wise charges for 24X7 Operations and comprehensive maintenance shall be increased to value arrived based on minimum percentages specified & quoted price of supply item (whose percentages are specified) and value of supply items shall be decreased proportionately during order placement, so that gross quoted price excluding GST of the bidder remains the same. This shall be done only for the items for which the quoted price is lower than the minimum percentages specified.

The percentages are re-produced herein below for ready reference:

MR Item no.	Percentages corresponding to minimum charges.
3.1	The quoted rate for this item must be equal to or more than 25% of unit price of Item no. 1.1 quoted by the bidder.
3.2	The quoted rate for this item must be equal to or more than 27.5% of unit price of Item no. 1.1 quoted by the bidder.

3.3	The quoted rate for this item must be equal to or more than 30.25% of unit price of Item no. 1.1 quoted by the bidder.
3.4	The quoted rate for this item must be equal to or more than 33.3% of unit price of Item no. 1.1 quoted by the bidder.

Part [B] Technical Specifications for Electric Motor Driven Reciprocating CNG (Hydraulic) Booster Compressors

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1.0 GENERAL

OWNER/HNGPL is responsible for distribution of Natural Gas for household/commercial sectors including setting up CNG refuelling stations for vehicles etc.

2.0 SCOPE

- 2.1 The intent of this tender is to outline minimum requirement for Design, Engineering, Manufacturing, Assembly, Inspection, Testing, FAT, painting, Packaging and forwarding, Insurance, customer clearances, Supply, handling and unloading, Erection & Commissioning including Performance Acceptance Test at site along with Operation during One (1) year warranty period and Operation & comprehensive AMC during subsequent three (3) years including supply of all spares and consumable items for “**450 SCMH ELECTRIC MOTOR DRIVEN (37 KW) HYDRAULIC BOOSTER COMPRESSORS PACKAGES**” as required for dispensing CNG to vehicles at various locations in Haridwar GA as per this technical specification and applicable codes as referred.

Note:

Maintenance carried out during warranty period including supply of all spares and consumable items etc. shall be in bidder's scope.

- 2.2 The Booster compressor packages shall be identical in all technical respects. Various parts of these specifications shall be read in conjunction with each other and in case where the different parts of this specification differ the more stringent requirement shall govern.
- 2.3 Any additional work / equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification and for safe and proper operation, shall be deemed to be included in the scope of work by the Bidder.
- 2.4 Booster Compressors have to be installed at the CNG outlets of OWNER and Oil and Marketing Company (OMC) retail Outlets located in Haridwar GA as per the instructions of Engineer in charge to increase the pressure of natural gas for dispensing in vehicles.
- 2.5 Bidder shall also be responsible for supply, erection, commissioning and field trial run. Noise level test and performance test of all packages at sites. The field trial run of the compressor will be for minimum of 4 hours (can be in multiple runs) and the package should be kept under observation for 72 hours for stable operation and no major breakdown in which satisfactory performance of the package together with all accessories auxiliaries and controls shall be established for satisfactory performance for specified operating conditions. In case of any defect, discrepancies under specified site

conditions. Supplier shall first rectify the same and repeat the field trial run.

- 2.6** It will be the endeavor of all the parties to get the performance acceptance test (PAT) at site conducted within a period of 20 days from the start of commercial operation of a particular package. The bidder has to keep the compressors operational round the clock (i.e. 24X7) as defined by EIC and all the expenditures including spares and consumables, oil etc. to make the compressors operational shall have to be borne by the bidder. The power required to run the compressors will be provided by OWNER/OMC. The contractor shall maintain the compressors in sound mechanical condition at all times. The contractor shall rectify the defects notified by OWNER immediately and should submit all the history log sheets and spares availability status along with thereport in the format mutually agreed between OWNER and the bidder.
- 2.7** The bidder shall depute adequate numbers of qualified, experienced and competent persons and supervisors for smooth maintenance of the compressors. The maintenance staffs have to be available round the clock daily (i.e. 24X7) throughout the year.
- 2.8** Periodic inspections of Safety Valves, Transmitters, Pressure vessel gauge and any other equipment as per statutory norms of State Factory Rules. SMPV and Gas Cylinder Rules shall have to be carried out by the bidder at his own cost during the period of maintenance by the bidder. The inspections have to be carried out by competent persons as per advice of Engineer-in-Charge and certificates have to be submitted to OWNER.
- 2.9** The bidder has to maintain an office at site with telephone and fax facility and keep his services personnel ready to attend problems any time of the day. Name and mobile phone number of in-charge of the services team has to be provided to Engineer-in-Charge / his representatives.
- 2.10** The bidder shall allow weekly rest and restrict daily working hours of his workmen as per relevant Act/Law and Rule made there under. However, no work shall be left incomplete/ in dismantled condition on any holiday/weekly rest. Technician provided shall have minimum qualification of ITI. The bidder in person or his authorized representative shall be available on regular basis to interact with Engineer –in-charge.
- 2.11** The bidder has to keep his services personnel ready to attend problems any time of the day. Name and mobile phone number of in-charge of the services team has to be provided to Engineer-in-Charge / his representatives.
- 2.12** The work force deployed by the bidder for the maintenance services at site shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the contractor as well as for the installation.
- 2.13** All personnel of the bidder entering on work premises shall be properly and neatly dressed while working on premises of the company including work sites.

- 2.14** Bidder shall maintain proper record of his working employee's attendance and payment made to them.
- 2.15** The bidder's representative/supervisor shall report on regular basis to the Shift-in-charge at OWNER control rooms for day to day working.
- 2.16** All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor and his workforce.
- 2.17** The bidder shall plan schedule maintenance in consultation and prior permission of Engineer in-charge or his representatives.
- 2.18** The bidder shall be responsible for the discipline and good behaviour of all his personnel deployed to carry out the services. In case of any complaint received against any of his employee, he shall arrange to replace such persons within 24 hrs of notice issued by the Engineer-in-charge. The decision of the Engineer-in-charge in this matter shall be final and binding on the Contractor.
- 2.19** The bidder shall arrange to supply/renew identity cards to his workforce at his own cost. The contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand. Without valid identity cards, they will not be allowed to enter into the CNG station.
- 2.20** Engineer-in-charge shall have authority to issue instructions to the Contractor from time to time during the contract period necessary for the purpose of proper and safe execution of the contract and the Contractor shall carry out and bound by the same. In case of non-fulfilment of any obligations under the contract and /or non- execution of any instruction issued by Engineer-in-charge as per terms and conditions of the contract, Engineer-in-charge shall have power to withhold payment for an amount equivalent to the amount to be spent for execution the obligations/instructions issued by him. The decision of engineer-in-charge in this regard will be final and binding to the Contractor.
- 2.21** Receipt at site, storage in warehouse as per manufacturer's recommendation and safety and security from theft and breakage during transportation, handling including security guard at site.
- 2.22** Submission of drawings & documents.
- 2.23** Erection, O&M and all others relevant manuals for compressor & its accessories, priority panel, electrical motor & all instrumentation.
- 2.24** GENERAL

2.24.1 The contractor must follow the OPERATION & MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services as defined in the bid documents.

A. ACCOMMODATION/ TRANSPORTATION/ MEDICAL

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and owner shall have no obligation in this respect.

B. DISCIPLINE

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

C. GATEPASS / IDENTITY CARD

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by OWNER for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand. Without valid identity cards, they will not be allowed to enter into the CNG station.

D. RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

The maintenance services shall be provided in terms of shift pattern or the round the clock basis as mentioned in the bid document.

E. OWNER will notify the start date for operation and Comprehensive Maintenance services

- After the successful completion of test run & commissioning, system taking over certificate shall be issued by the owner.

2.25 Operation and Maintenance of Compressor Packages

- i. The contractor shall deploy adequate number of technicians / supervisors / Engineers / helpers as well as tools, spares, consumables and equipment for smooth and proper maintenance of the Compressor supplied in terms of the contract. In case required to meet operational requirements, the contractor shall augment the same as per direction of Engineer-in-Charge. Contractor to submit a detailed organogram with key person details before starting maintenance of the compressor package.

- ii. The contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all Holiday & around the clock.
- iii. The contractor shall follow Central/State guidelines for labour laws, rules and regulations. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Technician/operators provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman.
- iv. The work force deployed by the contractor for maintenance service of Compressors, shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the contractor as well as for the installation.
- v. Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- vi. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- vii. The contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- viii. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the Owner including work sites.
- ix. Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- x. The contractor's representative/supervisor shall report daily to the Shift-in-Charge for day to day working.
- xi. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the contractor.
- xii. It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.
- xiii. The services shall be provided in terms of shift pattern on the round the clock basis. The contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.
- xiv. The contractor shall establish a central control room to operate 24 hours, seven days a week where complaint regarding non-performance of the Compressors in terms of the contract can be lodged. Further, the contractor shall deploy adequate number of technicians/ supervisors / engineers at various site offices in consultation with Engineer-in-Charge to provide trouble free maintenance of the Compressors.

Supplier to establish the Control room within 15 days of supply of booster compressors covered in 1st order, location of control room shall be such that all compressor locations can be catered.

- xv. All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz. cell phone / walky-talky.
- xvi. The successful bidder shall indemnify the Owner from any claim of the contract labour.
- xvii. The successful bidder shall comply to all the rules regarding PF, ESI etc. as stated in the tender document
- xviii. The bidders / contractor who fail to furnish any proof in respect of separate PF Code/No of the concerned RPF Commissioner / Authority their bids shall be liable for rejection.
- xix. All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines/direction of engineer-in-charge of authorized representative.
- xx. Summary of breakdown hour's station wise with analysis shall be submitted to CNG control room on a fortnightly basis both in hard and soft form as per OWNER format.
- xxi. The contractor has to submit the following documents on monthly basis along with the bill:
 - o Preventative maintenance compliance report for that month along with the detailed service report.
 - o Details of the compressor breakdown, summary of break down hours for that month and the cumulative break down hours along with breakdown response time.
 - o Compressor parameter log book for the month.
 - o Certificate to be given by the bidder stating that they have complied with all the labour regulations and are following the minimum wages act.
- xxii. Maintenance of compressor packages during the warranty period.
- xxiii. All spares, consumables, lubricating oil, coolant required for carrying out preventive / any type of maintenance shall be in the scope of supplier during the warranty period. The warranty spares shall be supplied by the vendor during the warranty period as per warranty clause.
- xxiv. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the bidder. The scope will also include handling equipment's like crane, forklift, chain pulley block, etc required during the any maintenances activity.
- xxv. Any correspondence required to be made with the principal company or OEM or

various offices shall be made by the bidder or bidder's agent. All arrangements like phone, fax, computer, Internet etc required for above correspondences shall be arranged by the bidder at his own cost.

- xxvi. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with
- a) Estimated down time required for each type of maintenance schedule.
 - b) List of spares and their quantities required for each type of maintenance schedule per compressor.
 - c) Type and number of man days required for each type of maintenance schedule per compressor.
- xxvii. The bidder shall plan such maintenances during non-peak hours and in consultancy with the Engineer In Charge (EIC) of OWNER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.
- xxviii. The bidder shall use only OEM's certified spares during maintenances. All spares shall be kept in sealed OEM stamped packages. The packages shall be opened in front of OWNER representative during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valve spring, valve plates, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the OWNER's representative. However any untoward consequences for non-replacement of such parts shall be the responsibility of the bidder and spares, repair required to put back the unit into operation will be to bidder's account.
- xxix. All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the bidder. Instruments required for above inspection like Vernier calliper, micrometre screw gauge, fill gauges, bore gauge etc shall be in scope of the bidder and these instruments shall be calibrated every year.
- xxx. All parts replaced by the bidder during the above contract period shall be disposed off periodically with permission from OWNER.
- xxxi. The contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material such as compressor parameter log book, complaint log book, service report, break down summary report etc. shall be in scope of the bidder.
- xxxii. All the maintenance / inspection job carried out by the bidder shall be recorded in a service report and the report of the same shall be jointly signed by OWNER representative and submitted immediately after carrying out the maintenance. Service report format shall be approved by OWNER.

- xxxiii. The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the bidder and OWNER, during the execution of the contract.
- xxxiv. The bidder shall carryout calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of OWNER. Also yearly calibration of all instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the bidder. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- xxxv. Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.
- xxxvi. The bidder shall keep 1 set of safety relief valves in spare for the purpose of calibration.
- xxxvii. The bidder shall carry out retesting of pressure vessels periodically i.e. every year or earlier as per Gas Cylinder rules 2016 / Static & Mobile Pressure Vessels Rules.

3.0 CODES AND STANDARDS:

- 3.1** The design, construction, manufacture, supply, testing & other general requirements of the compressor package equipment shall be strictly in accordance with the data sheets, applicable API codes, and shall comply fully with relevant National/ International standards, Indian Electricity Act, Indian Electricity rules, regulations of Insurance Association of India and Factories Act while carrying out work as per this specification.
- 3.2** Any modification suggested by statutory bodies either during drawing approval or during inspection, if any, shall be carried out by the bidder without any additional cost and delivery implications.
- i. The following National & International Codes & Standards of Latest editions shall be applicable.
- OISD 142:
 - IS 5572 OISD 179, NFPA-52: 2006, NFP-496, NFPA-68, NFPA-70 or equivalent
 - NFPA – 37
 - NFPA – 12- CO₂ Flooding system
 - IS: 325/ IEC or International standards. – Standards for electric Motor
 - IS: 6382
 - Applicable ANSI, ASTM, NEC, NEMA code
 - API – 618/API 11 P
 - EURO EAN NORM P.E.D., Italian NOR M D.P.R. 47/55
 - EURO EAN NORM P.E.D , D.M. 24.5.02 - D.M. 28.6.02
 - D.M 24.11.84 parte prima - sez. II° , D.M . 24.5.02 - D.M. 28.6.02, DIN 2413, S AE J 514

- EURO EAN NOR MS, CEI N 60079- 0/CEI EN 60079-14/ CEI, EN 60204-1/ CEI EN 60439-1, ATEXSTAN DARD
- API – 661 : Specifications for Air cooled exchangers
- ASME Section – VIII Div. – 1/2 Design codes for pressure vessels.
- Gas Cylinder Rules 2016.
- Standard Specifications of Bureau of Indian Standards (BIS).
- Specifications/Recommendations of IEC.
- Indian Electricity Rules.
- Indian Explosives Act.
- State Factory Rules
- TEMA – C - Water cooled heat exchangers
- ASME / ANSI – B-31.3 Code for Process Piping
- DIN 2413-This standard covers the design of steel bends and bent pipes of circular cross section used in pressure pipelines.
- SAE J 514-Standard for CNG hydraulic tube fittings and O-ring
- CEI EN 60079-10-Classification of area for explosive gas atmosphere
- CEI EN 60079-14-Design, selection and installation of electrical systems for areas with potentially explosive atmosphere.
- CEI, EN 60204-1-Standard for safety of machinery — Electrical equipment of machine
- CEI EN 60439-1-Standard for safety of electrical equipment
- ATEX-Standard for describing electrical equipment and work space is allowed in an explosive atmosphere.

3.3 **Precedence**

In case of any conflict among the various documents of this requisition the following preferential order shall govern:

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

In case of any conflict among the various documents of this requisition the more stringent requirement shall govern.

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

No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall be accepted and offers not in compliance to the same shall be rejected. In case a deviation is required due to inherent design of the equipment offered,

the bidder shall list all such deviations at one place giving reasons thereon.

3.4 **Document /Data Required along with Bid**

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

- (1) Proven Track Record Formats, duly filled in along with general reference list shall be submitted for the earlier supplied CNG compressor packages as per the BEC requirements.
- (2) Checklist duly filled in with regards to scope of supply
- (3) Completely filled in Data Sheets of compressor, motor
- (4) Deviations if any to this Technical Specification
 - Tentative Lay out/key plan/General Arrangement Drawing indicating size of skids, center distance between skids and space required along with maintenance requirements,
 - The Design of trenches for installation of interconnecting pipeline if any
- (5) (a) Utilities requirements (b) Electrical Load summary
- (6) Datasheet of compressor, motor, instrumentation & controls

3.5 **Gas Composition**

	Normal Gas Composition	Design Gas Composition
C1	82.43- 99.10	91.01
C2	7.27- 0.90	5.23
C3	3.47- 0.00	0.88
i-C4	0.65-0.00	0.08
n-C4	0.78-0.00	0.09
i-C5	0.17-0.00	0.03
n-C5	0.13-0.00	0.01
C6	0.10-0.00	0.05
C7	0.00-0.00	0.00
N2	0.06-0.00	0.22
CO2	4.93-0.00	2.4
H2O	0.01-0.00	0.00
TOTAL	100.00	100
Average Calorific Value (Kcal/SCM)	8950- 8150	8302 .3

3.6 Climate

- Ambient temperature min/max⁰C: 2⁰C / 47.5⁰C
- Design wet bulb temp (WBT), ⁰C : 27⁰C
- Design relative humidity % : 90
- Altitude above MSL, M : 650
- Wind velocities km/hr (max) : 160
- Air Cooler Design 0C : 47.5⁰C DBT, 27⁰C WBT & 90% RH

4.0 SCOPE OF SUPPLY FOR EACH COMPRESSOR PACKAGE

The scope of Supply to be provided by the bidder shall be inclusive of but not limited to:

- 4.1 Design, Engineering, Manufacturing, Assembly, Inspection, Testing, FAT, surface preparation and Painting, Packaging and forwarding, Insurance, customer clearances, Supply, handling and unloading, Erection & Commissioning including Performance Acceptance Test at site along with operation and comprehensive AMC including supply of all spares and consumable items along with associated electrical, instrumentation etc. as per bid document.
- 4.2 Hydraulic booster with lube oil system and cooling system as required.
- 4.3 Flame proof Electric motor as compressor driver.
- 4.4 2 nos. mass flow meters to measure the Natural Gas consumption at packages inlet and package discharge (both Coriolis type) with online test arrangement. Both mass flow meters should be of same make and should have local integral display and should be Ex proof & weatherproof. The flowmeters should be enabled with MODBUS/ RS 485 communications port. Accordingly additional LCV panel mass flow meter will not be installed.
- 4.5 PLC based control system with HMI. PLC shall be provided with mounting rack, CPU, Input output cards, Power supply card, communication card. PLC CPU shall be redundant (1W+1S) with auto switch over without manual intervene. Failure alarm of CPU shall be provided in HMI. A dedicated modbus (RS 485) slave communication port shall be provided for Remote terminal unit (RTU) interface. A separate communication ports shall be provided for GPRS modem for communication with SCADA system.
- 4.6 PLC shall be mounted in EX proof enclosure. Cabinet specification with Statutory certificate shall be submitted during engineering stage for approval.
- 4.7 Instrumentation and control system as per P&ID. All the transmitters shall be Ex proof or intrinsically safe. PESO certificates shall be submitted.
- 4.8 Pressure Transmitter and Temperature Transmitters shall be used for CNG Gas application with 4-20 mA output signals to PLC. Ex proof enclosure, The units of measurement for flow shall be Kg/hr, for pressure shall be Kg/cm² (g) or and for

- temperature shall be degree C. Pressure and temperature switches are not acceptable.
- 4.9** Block & bleed valves/Two valve SS316 Manifold to be provided for Pressure gauges and pressure Transmitters.
- 4.10** Single acoustic enclosure for Compressor package, with One number IR type point gas detectors, one number Flame detector UV type inside the enclosure.
- 4.11** Vendor shall submit documents during engineering stage for review & approval to client/consultant. Document are specification /data sheet with statutory approval certificate, W&M certificate, PESO certificate of all the instruments as per P&ID, instrument index, input output list, power consumption calculation, cause & effect cables specification, cable schedule with termination details, operation & control philosophy, and PLC specification & architecture..
- 4.12** 3 no. Emergency stop button (push type) along with one hooter in office/customer interface room. Emergency stop button shall be provided at below locations. Hazardous area push buttons shall be mounted in ex proof enclosure with break glass & hammer. Push button shall be push to lock type. Unlock will be done by operator after ensuring the safe & normal situation.
- a. Outside compressor enclosure
 - b. Field
 - c. Control room/office room
- 4.13** P&ID shall be submitted along with tag numbers for each item, line size, valve size, type of connection, instrument symbol connectivity with PLC, interlock number.
- 4.14** Single acoustic enclosure for Compressor package.
- 4.15** Common structural steel skid for the compressor- Motor combination and for all auxiliary systems
- 4.16** Air-cooled heat exchanger for inter stage and discharge gas.
- 4.17** 6 line Priority Panel at Package Discharge as per priority fill system.
- 4.18** Selector switch at Booster Compressor panel for valve positioning to automatically switch over the inlet i.e. toto take suction from LCV cascade or from Stationary cascade.
- 4.19** All interconnecting oil, gas, water, air piping within the compressor package.
- 4.20** Impulse and pneumatic piping/Tubing for all valves, fittings as specified & required for mounting the instruments.
- 4.21 Cables**
- a) Main incoming Power cable from owners Power Distribution Board (PDB) to main control panel of the compressor through heavy duty GI conduit or trenches, all inter connecting cables in compressor package, including complete erection accessories like double compression cable gland, ex proof gland in hazardous area, cable tags, lugs etc. as required.

- b) Electrical/Control Cables required for providing connectivity to Co2 system and emergency switch.
- c) Supply, laying, glanding, lugging, ferruling, clamping, terminal of Instrumentation cable (signal, control, communication, ethernet & Power) from instrument to junction box/PLC inside enclosure, PGD, flame detectors to PLC, PLC to HMI. Emergency push button outside compressor enclosure to PLC.
- d) Supply of signals and power cable from Emergency push button (field and control room) to PLC and RS 485 port cable of PLC to RTU. Vendor shall provide all the RS 485 configuration details to RTU vendors/client/consultant required for configuration. Vendor shall also provide their support during configuration.

Note -FRLS (Fire resistant low smoke) cables shall be used for gas detectors, flame & multisensory detectors and emergency push buttons.

- 4.22** NRV as required for smooth operation.
- 4.23** Structural supports within the compressor package for all piping, electrical, instruments etc.
- 4.24** One no. relief valve after each stage shall be provided.
- 4.25** Mechanical Float to be provided in Water tank for provision of Automatic water filling.
- 4.26** Coupling/V-belts/pulleys.
- 4.27** Common automatic CO2 extinguishing system consisting of two cylinders, piping, valves and control systems as per details given in this specification.
- 4.28** Inlet and outlet manual and automatic isolating valves for maintenance & emergency.
- 4.29** The provision for overhead mounting of cascade (3000 Water Liter capacity with approximate weight of 7 tons) should be there & same should be of enough strength having working space, safety grills and with ladder arrangement.

However, cascade supply and its mounting on the structure shall be in scope of purchaser. Structure Stability compliance Certificate of the unit where cascade will be mounted to be submitted during detail engineering.

- 4.30** LCV filling hose (Synflex / Parker / Eaton) with Breakaway (OPW/PARKER/WEH/Staubli) & Quick Release Coupling (QRC) (01 set per compressor package) shall be in bidder's scope of supply. LCV filling Hose shall be of minimum 4.5 mtrs. long and shall have ½ "Parker make Quick Release Coupling (QRC) connected to it to be provided by the bidder. Long refilling Hose (3.5 Mtr. before Break Away + 1 Mtr. after Break Away) should be provided with protective guard. Hose crimp to be provided with protective sleeve. Hose crimp should be of SS and have protection Sleeve. Filling post to be supplied with 4" Pressure Gauge for pressure monitoring of CNG. Supply & Installation of Filling Post (150 MM wide & 3mtr in height) and Hose Assembly with Breakaway / QRC shall be in bidder's scope. Cost of these items shall be included in supply cost of the booster compressor and no separate payment shall be given for these items. Hose will be installed with a ½" or ¾" Three Way Ball Valve.

Bidder to select end connection of Hose accordingly.

If any item such as fittings/valves is not listed above i.e. required to complete the assembly of LCV fill post, same shall be supplied by bidder. Bidder to submit P&ID of LCV post assembly for approval.

- 4.31 Complete Erection, Testing & Commissioning of compressor packages.
- 4.32 Field Performance test at site
- 4.33 Supply of all essential spares as specified, erection & commissioning spares.
- 4.34 One set of spare parts catalogue along with the priced bid (Part-II), as built drawings and Operation & Maintenance catalogue with each compressor package.
- 4.35 Closed circuit cooling water system (console type)/Air cooled as required including heat exchangers, coolant circulation system, fan operated radiator, etc. for inter stage and final cooling of compressed gas, lubrication oil and hydraulic oil.
- 4.36 Priority refueling system outside of the package or as per vendor's design.
- 4.37 Drive belt, if used shall be anti-static fire-retardant type.
- 4.38 Wires mesh type guard for heat exchanger fan.
- 4.39 Erection, O&M and all others relevant manuals for compressor & its accessories, priority panel, electrical motor & all field instruments.
- 4.40 Operation during one year warranty & Annual Operation and comprehensive Maintenance services for a period of three (3) years after the warranty period including supply of all spares and consumable items.

4.41 **Exclusions**

The following are excluded from the scope of the bidder:

- All civil works and foundation design, however the bidder shall furnish all the relevant data for design of any pedestal/foundation. Grouting of equipment including supply of material is a part of erection and is in scope of Supplier.
- CNG Storage cascade.
- All piping beyond battery limits except from air compressor & air piping for air and piping from CO₂ cylinders up to the enclosure.
- CNG Dispensers and Interconnected SS tubes & fittings.

5.0 **BATTERY LIMITS**

- 5.1 All customer interface connections (i.e. Gas inlet & gas outlet) shall be brought out to the package edge. Gas inlet shall be terminated in nozzles with isolation valves having flange connections and gas outlet (priority panel outlet connection) shall be terminated through high pressure ¾" full flow ball valves with ¾" end connectors.
- 5.2 As and where specified on the data sheets all vents (i.e. Relief valve, distance piece, packing and starting air) shall be manifolded and terminated at skid edge outside the

enclosure and vented to safe height 3Mtrs at package roof. Silencer has to be provided in the starting air vent line.

- 5.3 All drains from different process equipment's, distance piece and packing shall be manifolded and terminated as single point for customer interface duly flanged with isolation valve. Drains should be through a common header and discharge to be allowed in a pit to avoid spillage around compressor package.
- 5.4 Electronics/Instrument earth pit shall be constructed by Owner. Owner shall give instrument earth in UPS DB in separate core of cable. Wherever the UPS supply is given, instrument earthing shall be given by third core. For body earthing of compressor and its equipment's; Earthing shall be given from earth grid. Earth grid shall be in scope of owner. Owner's earthing main ring shall be made available at compressor foundation for equipment earthing. Electrical earthing for motor shall be done through Cable and the body earthing to be done through GI strip of 25 x 3 inside the compressor package shall be in the bidder's scope.

6.0 UTILITIES

- 6.1 Bidder to provide Instrument air with an electric motor driven air compressor with a suitably sized receiver & Refrigerant/ Heatless type air drier system. The instrumentation air shall also be used for CNG Dispensers. Hence the system to be designed considering the same.
- 6.2 Air Compressor with discharge pressure of 7 kg/cm² suitable for 1.5 KW electric motor rating with dryer shall be supplied by the bidder.
- 6.3 Air Compressor to be supplied along with air receiver of min. 100 water litre capacity.
- 6.4 Air dryer suitable for automatic operation shall also be supplied along with all accessories.
- 6.5 Air compressor, drier and air receiver for instrument air, shall be kept off the package in safe area or owner's building, however if it is placed inside the canopy of Booster compressor then same shall have flameproof equipment's approved from PESO.
- 6.6 Drain should be through a common header and discharge to be allowed in pot outside the package (capacity not more than 2.5 litres) to avoid spillage around the compressor package.
- 6.7 Manual drains and automatic moisture trap shall be provided in the system.
- 6.8 Air receiver shall be provided as provided with SRV, Pressure switch and pressure gauge shall have isolation valve. Air dryer shall be with bypass pass arrangement.
- 6.9 Tapping from air receiver and dryer shall be provided as follows; For dispenser: one^{1/2} "tapping with isolation valve from air receiver
For booster compressor: one ^{1/2} "tapping with isolation valve from air receivers.
- 6.10 Cooling water is not available as utility and the package shall be provided with self-sufficient cooling water system for compressor as required, with makeup tank. However

cooling water for makeup tank is available.

- 6.11 All electrical and instrumentation terminals shall be as specified.
- 6.12 Electric Power shall be made available by Purchaser.
- 6.13 Purchaser shall provide 415 V, 3Ph, 50Hz, 4 wire electric power for running the compressor and illumination in the electrical room. Supplier shall indicate power/ Feeder (KW/Amp) requirement in the offer, if different. All cabling (supply & laying) from electrical room to booster compressor shall be in bidder's scope. Bidder shall indicate power /Feeder (KW/Amp) requirement in the offer and shall supply power KWH meter for power consumption of the complete package including all accessories to be installed in the control panel. KWH reading shall be available at HMI.
- 6.14 Purchaser shall provide UPS (230+1%V, 50+1%Hz) for control supply requirement at single point (ControlPanel).
- 6.15 All cabling (supply & laying) from electrical room to booster compressor shall be in bidder's scope. Bidder shall indicate power Feeder (KW/Amp) requirement in the offer. Surge protection devices of Schneider/MTL/Phoenix make shall be provided in the control panel.

7.0 GENERAL DESCRIPTION

A. GENERAL DATA

1.1	Compressor type	
1.1.1	Oil lubricated	
1.2	Type of cooling	Gas cooling and cylinder cooling should be as per manufacturer design. Ref. cl.no.4.35 & 9.6
1.3	No of compression stages	02
1.4	Cylinders	As per manufacturer design
1.5	Intake temperature	35°C- 45°C
1.6	Compressor package BKW at Specified flow including all losses such as mechanical, leakage, transmission & power absorbed by compressor driven and other electric driven auxiliaries.	To be indicated in KW Detailed break up to be given as per Annexure –I
1.7	Maximum motor power	To be indicated with 10 % margin over BKW as per Annexure –I

B. COMPRESSOR PERFORMANCE DATA

2.1	Gas pressure at compressor inlet	Refer below Section 2.5	
2.2	Compressor Discharge Pressure	250 Kg/Cm ² g at 52 deg. C (Max)	
		Compressor Discharge temperature 52 °C (After cooler) with max. ambient air temperature of 47.5°C and gas inlet temperature of 35°C-45 °C (max.).	
2.3	Compressor speed	To be indicated by bidder.	
2.4	Ambient Conditions		
2.4.1	Ambient temperature	2 °C to 47.5 °C.	
2.4.2	Maximum relative humidity	90 %	
2.5	Required guaranteed capacities of electric motor driven compressor packages at rated suction pressure and discharge pressure as mentioned below:		
	Rated Suction pressure at which guaranteed flow is required, and at 35-45 deg. C (MAX), in Kg/Cm ² g.	Rated Discharge pressure in Kg/Cm ² g and at 52 deg C (MAX.)	Guaranteed capacity at rated suction and discharge pressure in Sm ³ /hr (SCMH)
	30 to 200	250	450

Hereinafter the rated suction pressure, where guaranteed flow is required, will be referred as Rated Suction Pressure range from 30 to 200 Kg/Cm²g at varying on continuous compressors. Suction pressures will be measured at inlet flange of the compressor package. Bidder has to ensure that compressors are designed such that the desired flow is achieved (without any negative tolerance) at Rated Suction Pressure.

Note:

- a) No advantage shall be given in case bidder offers compressor with flows higher than as detailed above for various types.
- b) Bidders offer shall be based on firm and final compressor model on which basis the offer shall be evaluated and no alternate compressor model or change of model, after submission of bid shall be entertained / considered. This is very important, and all bidders shall take full cognizance of this matter before submitting the bid.
- c) Bidder to indicate the capacity and absorbed power of the offered compressors at various suction conditions starting from 30 to 200 Kg/Cm²g (Temperature 35-45 deg C max.) and 255 Kg/Cm²g and 52 deg. C (max) discharge condition.

Performance curves and tables i.e. Flow versus suction pressure and temperature and power curves i.e. absorbed power versus suction pressure and temperature at specified discharge conditions shall be furnished. In addition to above, flow capacity

and absorbed power values for suction conditions from 30 to 200 Kg/Cm²g in steps of 0.5 Kg/Cm² shall also be given in tabular form. The graph shall be plotted at various suction pressures ranging from 30 to 200 Kg/Cm²g and at various suction temperatures ranging from 20° to 40° C. Similarly, the graphs shall be plotted at various discharge pressures ranging from 220 Kg/Cm²g to 250 Kg/Cm²g, however at 52° C (max) discharge conditions.

- d) Bidder to note that the compressor package required shall be suitable for operating at a suction pressure from 30 Kg/Cm²g to 200 Kg/Cm²g at 35-45 deg. C.

Bidder to note that negative tolerance on the guaranteed capacity will not be acceptable. Also no advantage shall be given for positive tolerance of the capacity.

8.0 SAFETY

- a) All controls shall operate in a fail-safe mode i.e. failure of any control shall not lead to running of equipment in unsafe mode. Fail safe control shall be available through hardware for all trips & also in software. The Compressor Package shall trip if any of the enclosure is opened while the machine is running.
- b) The hazardous area classification Class-I, Division I, Group D as per NEC or Zone I, Group II A/ II B as per IS/ IEC. Certificate from recognized agency to the effect that equipment supplied and/or installed conform to above area classification. All Devices shall meet the requirement for the specified area classification in which they are installed, including instrumentation leads.
- c) Bidder needs to submit copy of valid type approval for proposed compressor packages (Model) from PESO along with the bid.
- d) All exposed rotating parts shall be provided with adequate guards of non-sparking type.
- e) Driver belt if used shall be of anti-static and fire-resistant type.
- f) Piping shall be arranged in a manner so as to provide clear headroom and accessibility within the package. Adequate clearances shall be provided for all the engineered components
- g) All material used in the package shall be flame retardant.
- h) Relief valves shall be provided at suction and discharge and each inter stages of compressor with setting as per cl.7.20.4 of API-618 with R.V. venting as per cl. 7.20.4 of API-618. All vented to common relief valve header.
- i) Provide all the required warning notices, barriers, safety boards, padlocks etc, for safe commissioning of the equipment's.

8.1 Carbon Dioxide (CO₂) Flooding System

- a) CO₂ flooding system should be installed for the protection of CNG compressor by automatic actuation system. The package should be protected by automatic operated CO₂ flooding system designed as per NFPA-12.

- Gas Detection by installation of hydrocarbon gas detector (IR type) with self-check function and transmitter with adjustable alarm levels (0-100%) with preset of 10%, 20% and 40%.
- Installation of flame detector (UV-IR type) with self-check function & transmitter and mutlisensor detectors, alarm on detection shall be provided. Self-check function to generate fault alarm and trip alarm in case of flame detection Indication lamp shall be provided for fault and trip signal in PLC.
- CO2 flooding system will consist of Min 2 nos. brand new CO2 cylinders of adequate capacity (shouldnot be less than 22.5 Kg each). However actual size of the cylinder shall be as per compressor enclosure size and necessary calculation shall be submitted and approval shall be taken before finalization / supply. One cylinder will act as main & other as stand by, which shall have identical arrangement and connected to the system.
- The cylinders should be placed in a shed raised above ground level to protect from weather and direct sunrays as per Gas Cylinder Rules, 2016.
- Cylinders shall be fitted with automatic actuated Valves, Solenoid valves for automatic actuation No extra utility as air, and inert Gas shall be made available by OWNER /used by the supplier to operate the system other than the UPS.
- Cylinder should be ISI marked as per IS: 7285 and CCOE approved.
- Control philosophy shall be such that in case detection of fire by fire detector cylinder shall discharge CO2 automatically.
- Online weight measurement system for cylinders shall be provided.
- b) The System shall be designed to operate on 24 V DC supply.
- c) FRLS (Fire resistant low smoke) cables shall be used for the wiring of the system.
- d) Interlock of CO2 Flooding system with compressor as per following sequence:
 - Compressor shall trip on detection of gas at preset level.
 - Compressor shall trip on detection of flame at preset level and automatic discharge of CO2 gas shall take place from the main cylinder simultaneously. Compressor shall not start if the CO2 Flooding System is faulty, not working, SWITCHED OFF etc.
 - Compressor shall not start if the CO2 flooding system is faulty, not working, SWITCHED OFF etc. The compressor shall be able to start only when the CO2 Flooding System is in healthy working condition.
 - Maintenance Override Switch shall be provided to keep the system off during maintenance.
 - Selector switch shall be provided to put Main/Stand by Cylinder in line at the turn of a switch as per requirement.

- e) Alarm panel for CO2 Flooding System shall be integral with the main compressor panel. Necessary displays as system ON, OFF, FAULT, RESET, Gas/ Flame indication, Remote actuation of solenoid valve, distinguished hooter etc., shall be provided for CO2 flooding system.
- f) CO2 Cylinders shall be provided outside the package at a safe place, where it is not exposed to fire in case of fire in the compressor. Facility shall be made to operate the system both manually and also from remote with the help of a switch/ call point and with help of pull down lever on cylinders.
- g) Suitable online weight (CO2) loss monitoring/ indication device to be provided to ascertain the health of the CO2 flooding system.
- h) All installation shall be compatible for hazardous area Class 1, Division 1, Group-D for Methane Gas.
- i) One Blinking aviation lamp shall be provided at the top of compressor canopy suitable for hazardous area for fire indication.
- j) The system designed by the supplier shall be duly approved by Owner/ Owner's representative.
- k) Technical specifications, Operation and Maintenance Manual, CCOE Certificate, Approval/ Manufacturing certificates for cylinders and cylinder valves, gas detectors, flame detectors, solenoid valves etc. shall be furnished by the supplier along with system.
- l) Software and hardware, calibration procedure shall be provided by the supplier along with the supply sufficient enough to handle the system independently.
- m) Necessary tools (1 set) shall be provided with the system.
- n) System shall be offered for testing to OWNER by the supplier after commissioning at site by creating actual Gas leak and Gas fire situations and actual discharge of CO2 Gas from the Cylinders. This shall form a part of performance test and thereby acceptance of the package. The cylinders have to be refilled by the vendor at no extra cost to OWNER after performance test. If the system fails during testing, subsequent testing and refilling would be at vendor's cost.
- o) Warning and Operating instructions to be displayed at equipment as per the statutory/ safety regulations.
- p) Piping of CO2 flooding system shall be seamless high pressure pipe of Schedule 40 of 50 mm dia of appropriate length with a minimum safe distance of 4 Meter from CNG Compressor, The fittings like elbows, Tees, Union, sockets should be of same schedule and capacity for installation in a high pressure system as per NFPA-12.
- q) Flameproof online weighing system, complete frame with shed and all accessories should be of good quality, weighing scale should be of reputed make.
- r) Specifications:
Non Return Valve for CO2 High

Pressure Hose: As per BIS specifications

Operating Media: CO₂

Body Material: Brass, BIS: 319

Ball: SS 316

Pin: SS 316

Seal: Teflon (PTFE)

Working Pr.: 60 Kg/cm²

Test Pressure: 90 Kg/cm² for 1

minWeight: 70gm

Outlet Size: ¾ BSP at manifold end

Inlet Size: ½" BSP at CO₂ Discharge

Hose endTemp. Range: -29° C to 66° C

Hose Adopter: As per BIS specifications

Operating Media: CO₂

Body Material: Mainly Brass

Test Pressure: 250 Kg/cm²

Max. Working Load: 150 Kg/cm²

Temp. Range: -29° C to 66° C

Discharge Nozzle: As per BIS specifications

Operating Media: CO₂

Body Material: Leaded Tin Bronze as per BIS:

318:1981 Design Nozzle Pr.: Not less than 20.6

kgf/cm² at 27° C Test Pressure: 140 kgf/cm²

Marking for Code No. (on the basis of equivalent single orifice dia.): As per BIS:

6382:1982

Temp. Range: -29° C to 66° C

High Pressure Hoses: As per BIS 7285:1974

Operating Media: CO₂

Hose Type: Double wire braided (perforated)

rubber coveredMin. Bursting Pr.: 420 kgf/ cm² at

54° C

Length: 40 cm

Cross-section: ½”

End Connection: ½” BSP (F) xW21.614 TPI End Fittings: Brass

Temp. Range: -29° C to 66° C

8.2 Following warning and caution signage shall be marked on the housing/package:

“No Smoking”

Caution notice “This Machine may automatically start at any time”. “Flammable Gas”

9.0 BASIC DESIGN CRITERIA OF COMPRESSOR

- 9.1** Following specification is intended to give the bidder the technical and operating conditions the compressor must fulfil. Compressor shall be hydraulic booster type suitable for variable suction pressure.
- 9.2** The bidder shall meet all applicable statutory codes, national law and local regulation for safety and environment protection.
- 9.3** The design shall conform to API 618 or other relevant reputed international standards but approved by CCOE (bidders to indicate).
- 9.4** Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, controls panel safety and control devices and other accessories required for automatic and safe operation the system.
- 9.5** The supply shall include all interconnecting piping/tubing/cables.
- 9.6** Cooling system shall be of closed circuit type. Ultimate cooling shall be by air.
- 9.7** The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely.
- 9.8** The compressor shall start in auto in case high bank pressure in dispenser falls below 200 kg/cm² and stop once the pressure in all three banks reaches to 250 kg/cm².
- 9.9** Compressor shall be suitable for continuously variable suction pressure from 200 kg/cm²g to 30 kg/cm²g, supplied through LCV mounted CNG storage cascade.
- 9.10** Compressor should also stop when suction pressure falls below 30 kg/cm²g.
- 9.11** Compressor shall be suitable for discharge pressure from 250 kg/cm² to 220 kg/cm², corresponding to suction of 200 kg/cm²g to 30 kg/cm²g.
- 9.12** Compressor shall be designed to ensure flow capacity as indicated in data sheet

9.13 Due to space constraint, we will be installing the stationary cascade (capacity 3000 WL) of 7.0 tons (7000 kgs) on the top of the canopy of compressor. The bidder will therefore design the canopy to take the load of a stationary cascade of 7.0 tons. The bidder shall also provide 2 nos. stair case/ladders (in line with the gas cylinder rules) for safe climbing on the top of the canopy along with hand railing on the top for ease maintenance and operation. Provision should be made such that, the cascade can be placed anywhere above the canopy. The bidder shall ensure that adequate space (minimum 2 feet width) walk way in front side of cascades (i.e valve mounting side) is available for carrying out routine checking/ Maintenance.

9.14 Priority Fill System:

9.15 Vendor shall provide PLC Controlled Priority fill system with compressor top-up facility inclusive of regulating valves by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural.

The priority fill system is to be installed to ensure that vehicle filling takes priority over cascade filling and direct CNG TO THREE STORAGE BANKS IN CORRECT SEQUENCE.

The compressor shall shut down once all three-cascade storage banks are filled to 250 Kg/cm² g.

Compressor shall start on pressing of manual start push button & automatically when the cascade storage highbank pressure of compressor falls to 200 Kg/cm² g and shutdown automatically when all 3 stages of stationary cascade are filled to a pressure of 250 Kg/cm² g

Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade.

All fittings and tubes used in priority system shall be of stainless steel of suitable pressure rating. End connections shall be 3/4" size pipe OD.

Priority panel shall be of 3 Bank priority panel along with emergency actuators.

9.16 CASE – I : Valves positioned to take suction from LCV cascade.

- a) If the LCV cascade pressure is more than 200 kg/cm², the gas dispensing should take place directly from LCV to dispenser by passing booster compressor.
- b) Compressor shall start on pressing of manual push button or auto start when the LCV Cascade and Stationary cascade at all banks pressure falls below 200 kg/cm². The priority of filling shall be as follows;

- First priority: Priority panel shall first fill the vehicle through dispenser
- Second priority: If no vehicle is to be fuelled, priority panel shall fill the stationary cascade. The compressor shall shutdown automatically when either all stages of stationary cascade are filled to a pressure of 250 kg/cm² or pressure in mobile cascade is less than 30 kg/cm².

9.17 CASE – II : Valves positioned to take suction from Stationary cascade.

- a. Dispensing shall be done through stationary cascade without compressor running, if stationary cascade pressure is more than 200 kg/cm².
- b. Compressor shall start on pressing of manual/auto start push button if stationary cascade pressure is less than 200 kg/cm². Dispensing into the vehicle should take place as usual. Compressor shall trip if either there is no vehicle for fuelling or pressure in stationary cascade is less than 30 kg/cm².

Note: Automatic selector switch shall be provided at Booster compressor panel to switch valve positioning as per above Case I and Case II.

9.18 The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank storage pressure falls below 200 Kg/cm² g and stop once the pressure in all three banks of storage cascade reaches 250 Kg/cm² g.

9.19 Noise level shall not exceed 75 ± 3 dBA at 1m from the compressor package enclosure.

9.20 The compressor package control system shall be so designed that the first item to go into alarm condition shall “Lock out” to indicate the cause of the trip though the cause of the trip may have disappeared. The lock out condition shall be manually reset.

9.21 An automatic restart shall be provided on restoration of power with a 10-second delay after temporary interruption. Existing alarm condition shall remain indicated.

9.22 Prime mover (Electric Motor)

The motor shall be flame proof/ explosion proof and conform to IS: 2148 & IEC 60079-1 suitable for zone 1 group II area as per IS/IEC. The Motor shall be of standard frame size as per IS/IEC and rated for continuous duty with high efficiency and shall be designed for star-delta starting. The Motor shall be provided with class ‘F’ insulation, however, temperature rise shall be limited to the temperature specified for class ‘B’ insulation as per IS and shall be suitable for voltage variation of 415V+ 10%. The bidder shall indicate the guaranteed total power requirement in KW. The motor rating shall be

110% of the greatest BKW required by the compressor.

9.23 Motor Specification

Electric Motor

- a) Type of drive Totally Enclose Fan Cooled (TEFC) high efficiency as per IEEMA standard-19-2000
- b) Protection Flame proof & weather proof enclosure
- c) Insulation Class F with class B temperature rise
- d) Mounting Horizontal Foot Mounting
- e) Specification standard By Bidder
- f) Supply Voltage(assumed) 415+ 10% volt, 3 phases, 50+ 5%Hz
- g) Synchronous speed By bidder
- h) Motor rating By bidder
- i) Motor Efficiency By Bidder
- j) Power factor By Bidder
- k) Speed of motor By Bidder
- l) Nos. of hot starts of motor 2 hot and 3 cold starts per hour
- m) Coupling Type By Bidder
- n) Torque speed curve By Bidder
- o) starting torque, speed, thermal withstand curve load, current speed curve, Efficiency power factor vs loadcurve by Bidder

Motor Accessories

- a) Compressor grooved flywheel (if any)
- b) Motor grooved drive pulley (if any)
- c) Drive VEE belts (if any)
- d) Flexible coupling for direct drive
- e) Drive guard
- f) Adjustable motor slide rails for belts tensioning to be used (if any)

9.24 Cooling system

Each compressor package shall be complete with its own cooling system. The cooler shall be air-cooled/Water cooled heat exchanger. The gas temperature after after-cooler shall not exceed +10 degree C of ambient temperature.

Special attention to be given while designing the gas cooler considering the local

conditions. Bidders shall ensure that final delivered gas temperature is less than 52⁰C. Cooler design shall be on the basis of 10% extra load corresponding to maximum severe operating conditions based on thermal duty. Gas cooler shall be design as per manufacturer standard.

For cooling of the heat exchanger a cooling fan to be provided.

Cooling system to be in a single enclosure. Bidder to submit cooling sizing calculation for review.

Direction of flow should be marked on the pipe line and nomenclature of all vessels (e.g. 1st stage discharge dampener etc.) should be written on them. Cross head inspection windows if applicable should be transparent for ease of inspection during running. Set values should be prominently marked on the gauges.

Packages design should be such that its vent should not go upward (package vent in vertical direction not required) i.e opening of package vent should be in horizontal directional with duct arrangement.

9.25 Oil Filter

The ingress of oil into CNG adversely effects vehicle emission and storage system. If required, Contractor to supply a proven, maintenance free oil removal system after after-cooler to remove oil from compressed gas. The offered oil mist removal system shall restrict the oil to less than 5PPM in discharge of compressor.

9.26 Gas recovery system

If required, the Contractor shall provide gas recovery system with gas recovery vessel. The gas recovery vessel shall be provided with pressure relief valve and necessary instrumentation to avoid cold flaring of gas. Gas recovery vessel shall be ASME/IBR code designed.

9.27 Piping & Appurtenances

The materials for gas piping shall be seamless carbon steel of ASTM A-106 Grade B. The piping / tubing at the outlet of the compressor and of priority fill system shall be of seamless stainless steel of proper pressure rating and specifications as under:

SS TUBING SPECIFICATIONS:

- Seamless SS Tubing
- Material of construction Stainless Steel 316L
- Tube hardness shall be less than 80 RB
- Sizes : Metric system (inch)
- Max Working Pressure : 350 Kg/cm² g

SS FITTINGS & VALVES SPECIFICATIONS:

- Material of construction Stainless Steel 316
- Sizes : Metric/SI
- Standard : ASTM/ ASME/ DIM
- End connections : Single or Double ferrule Compression type / NPT
- Max Working Pressure : 350 Kg/cm² g
- PSV Vent Line to be extended above the package to safe height.
- Priority system should be designed so that the gas flow from mobile cascade to dispenser is possible even with the Compressor shutdown & de-energized
- Dedicated Air compressor of adequate capacity

9.28 Electrical System

- All electrical equipment of compressor package shall be installed in accordance with NFPA 70, NEC for Class 1, Division 1, Group D, and IS 5571 and shall have approval of a recognized certifying authority.
- OWNER shall provide 415+ 10% volts, 3 phase and 50+ 3% Hz electrical supply at CNG station electrical panel only. Vendor shall take connection from CNG station electrical panel and distribute electrical power to all equipment and control system by providing cables and suitable switch-gear distribution panel.
- The electrical power supply distribution panel, switch gear panel and starter shall be in flame proof construction. Certificate from recognized agency to the effect that equipment supplied and or installed conform to above area classification. All devices shall meet the requirement for the specified area classification in which they are installed, including instrumentation leads.
- Semiconductor fuses to be provided, where applicable.
- All illumination fittings should be single phase AC supply based and LED type only.
- All wire/ cable to be used in compressor and panel shall be of copper conductor and FRLS type through proper cable tray conduit etc.
- Sufficient space to be provided for Motor JB for cable glanding work.
- Chain pulley to be provided in package for easy extraction of motor from package
- Multifunction meter to be provided for metering of package total energy and other parameters (viz; KVAH, KWH, Voltage, current, PF, Frequency, MDI (KVA), MD (KWH).
- Bidder to ensure that spares and service support of all switchgears, instruments, or meter etc. used in package/ panel, shall be available in Indian market.
- The power factor (PF) of the whole electrical system should not be below 0.95. Motor feeder shall be provided with energy meter, heavy duty switch, HRC link type with single phase presenter fuses, contractors (AC-3 Duty), bi-metal relay switch fuse unit,

voltmeter, push buttons, earth leakage relays, indication lamps for start/stop/trip/ etc. Ammeters shall be provided for all motors above 3.7. KW rating. Stop push buttons shall be lockable and have stay put except in case of critical devices such as lube oil pumps etc.

9.29 Earthing System

The design & installation of earthing system shall be as per IS 3043 or equivalent international specification. One or more no of earth plates with provision of inter connection to main earth grid shall be provided. All hardware used for earthing system shall be hot dip galvanized or zinc passivated.

All cables shall be terminated at equipment by means of double compression type compression glands and shall be flame proof cable glands if located in hazardous area

9.30 Phase sequence preventer (current based) shall be provided.

9.31 Vibration

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

10.0 INSTRUMENTATION & CONTROLS

10.1 All the Instruments and Control Shall Be Suitable for Area Class I, Group D, Division 1

10.2 All package mounted transmitters & temperature elements, flow transmitter shall be intrinsic safe as per IEC 79-11 and solenoid valves, switches and related junction boxes shall be flame proof 'd' as per IEC 79-1. Other special equipment / instrument, where intrinsic safety is not feasible or available, shall be flame proof/ explosion proof as per IEC 79-1.

10.3 PG shall be Direct-mounting type having element of bourdon tube and dial size of 150 mm. It shall have shatterproof glass. Connection shall be ½" NPT (M) from bottom. Enclosure shall be weatherproof to IP65. Protection shall be 130% over range. Accuracy shall be ±1% of FSD. PG shall have blown out disc facility. For higher pressure applications (above 60 Barg), it shall be solid front type. Pressure gauge dial shall be white, non-rusting plastic with black figures. The dial face shall be marked with pressure element material. Pointers shall have micrometer adjustment. Pressure gauge sensing element shall be of SS 316 and moving elements of SS 304, as a minimum.

10.4 The temperature gauge shall be generally gas field in steel field type /bimetallic type. Capillary tubing shall be min. SS304 with SS flexible armouring. The gauge shall have an accuracy of +1% FSD and 100mm dial size. The range shall be 1.5 times of operating temperature. Skin type temperature gauges shall not be used.

- 10.5** Pressure Transmitter and Temperature Transmitters shall be used for CNG Gas application with 4-20 mA output signals to PLC. Ex proof enclosure. The units of measurement for pressure shall be Kg/cm² (g)/Barg and temperature shall be degree C. Pressure and temperature switches are not acceptable.
- 10.6** RTDs are 4 wire type and element shall be Pt100 as per DIN 43760 & accuracy class A and thermo well's immersion length shall be suitable for the line size. All RTDs shall have duplex elements. RTDs sheath OD shall be 8 mm and material SS 316. Cable entry shall be ½" NPT (F). Enclosure shall be WP to IP-65. All RTD shall be supplied with flange or socket welded type thermowell. Thermowell shall be SS316, drilled bar stock type. 50% insertion inside the pipe from top shall be considered for calculating wake frequency calculation. This calculation shall be submitted along with data sheet for approval.
- 10.7** Coriolis type mass flow meter with element, transmitter and integrated display shall be provided at inlet and outlet of compressor. All the electronic shall be Ex proof or intrinsically safe. Accuracy shall be ±0.5%. Refer data sheet enclosed with tender document.
- 10.8** Calibration certificates required for all instruments such as Mass Flow Meter, Pressure transmitters, Pressure gauges, Temperature gauges, Temperature transmitters, Gas detectors, Flame detectors etc.
- 10.9** Refer data sheet of gas detectors and flame detectors enclosed with this document. Gas detectors and flame detectors should be mounted with the canopy.
- 10.10** PLC CABINET
- 10.10.1 PLC cabinet shall be ex proof, Zone 1 & 2, gas group IIA & IIB, weatherproof min IP 65. Dia cast aluminum alloy LM 6 MOC with Inside & outside epoxy powder coating, with shade RAL 7032, gasket neoprene rubber with single door, glass arrangement for HMI view. Panel shall be provided is Ex proof cable gland. 10% spare gland entry of each size with SS plug.
- 10.10.2 Panel shall be complete with start, stop push buttons, alarm acknowledge, alarm rest & test button for checking healthiness of annunciation system, HMI, power on, fault indication lamps, fault reset button. All necessary timers and intrinsically safe relays to control the system on an automatic starting and stopping basis shall be provided. The compressor package control system shall be designed for unattended operation in automatic mode and in case of any fault it will go in a safe mode.
- 10.10.3 Redundant 230 V AC to 24 V DC power supply unit shall be provided with diode circuit for auto switch over. Healthiness of both the PSUs shall be provided in front of cabinet and same shall be repeated in PLC for failure of alarm.

10.10.4 In addition to inbuilt in PLC, surge protection device for 24 V DC, 230 V AC UPS power supply, 230 V AC non-UPS power supply at inlet shall be provided in cabinet.

10.10.5 Compressor package shall be provided with a PLC based local control with HMI for local operation & monitoring, which shall be mounted on the package enclosure. All the interlock, monitoring and controlling of the CNG compressor package shall be done through PLC based control system.

10.11 PLC SPECIFICATION

10.11.1 PLC hardware shall be in accordance with IEC-61131. PLC shall be 32 bit microprocessor, min 8 MB RAM, and support to protocols DNP 3.0 over TCP/IP, DNP 3.0 Over modbus, Modbus (TCP/IP).etc as min

10.11.2 PLC shall be of modular in construction, rack for mounting cards, CPU, Input output cards, Power supply card, communication card. PLC CPU shall be redundant (1 W+1S) with auto switch over without manual intervene. Failure alarm of CPU shall be provided in HMI and same shall be repeated in PLC for remote monitoring.

10.11.3 PLC shall be suitable for controlling of compressor parameters as indicated in instrumentation and all other parameters that are recommended by the compressor manufacturer for 24x7 operation. PLC shall be suitable interfacing port for Laptop for programming, configuration and diagnosis. Type of communication with laptop shall support upto 30 mtrs distance from compressor to safe area.

10.11.4 A dedicated Modbus (RS 485) slave communication port shall be provided for Remote terminal unit (RTU) interface. A separate Modbus TCP/IP communication ports shall be provided for GPRS modem for communication with SCADA system.

10.11.5 All the parameters shall be time stamped in PLC. It shall be possible to synchronize PLC clock with GPS system.

10.11.6 PLC shall be 20% spare each type of input output channels for future use. All these IOs shall be wired upto the spare terminal block inside the PLC cabinet. Diagnosis feature shall be available in CPU and I/O used in PLC.

The PLC/RTU shall comprise the following subsystems:

- Redundant Central processor with system software.
- Power supply unit
- Analogue input
- Contact (digital) input
- Contact (digital) output
- Modbus Serial ports configurable (RS 232/485)

- Ethernet port
- Diagnostic port

10.11.7 The Digital Output shall be configured for pulse duration. No separate program or logic will be acceptable at PLC end. On restart/ power failure, PLC shall not reset the output circuit, shall not generate false control signal and shall necessarily cancel all pending control signal.

10.11.8 Configurator software licenses shall be preferred in software (software key) form instead of hardware (dongle). Multiuser software licenses shall be provided.

10.11.9 Suitable bypass for interlocks shall be provided for start-up.

10.11.10 The compressor package control system shall be so designed that the first item to go into alarm condition shall lock out to indicate the cause of the trip though the cause of the trip may have disappeared. The lock out condition shall be manually reset. A change over set of contacts shall be provided for Owner's use to give a remote indication of alarm and trip.

10.11.11 In case of fault, a warning hooter shall operate, the sound of which should be audible at distance of at least 15 meters. Further the fault alarm and emergency stop PB shall be duplicated in the CNG station control room. Acknowledgement/resetting of fault shall be possible only from compressor panel. Emergency stop PBs shall be mushroom head turn lockable type. Once the fault is acknowledged or compressor is under normal maintenance, the valves of priority panel shall take the position so that gas available in the stationary CNG storage cascade can be dispensed.

10.11.12 Configuration and diagnostic tool should be able to connect to remotely over TCP/IP.

10.11.13 Successful bidder to include in scope live demonstration of remote monitoring of all PLC logged parameters in one machine at his works. OWNER may ask for the same. However, this may be required to be demonstrated at site.

10.11.14 The PLC System offered shall be supplied with monitor and memory card for Processing of live data and stored data. PLC shall be capable of

- a) All the process parameters as per P&ID
- b) Compressor Control & Emergency Shut down
- c) Fire and gas detection and monitoring
- d) Graphics, Data acquisition, monitoring & logging, viewing, modifying set point and range of all process parameters for which transmitters are provided.
- e) Record the last 20 Alarms of abnormal operations on separate page.

- f) PLC shall be capable for display of flow meter data for flow rate and flow totalizer (i.e. Gas Suction, Gas Discharge) and power consumed by the motors, compressor running hour:

10.11.15 Compressor package shall be provided with the following indicators:

- a) Pressure transmitter and pressure gauge at suction, discharge, cascade bank distribution header.
- b) Pressure transmitter at high bank line
- c) Pressure gauge & temperature gauge at each stage of compressor
- d) Temperature transmitter at discharge.
- e) MFM at suction & discharge
- f) Oil pressure indicator on each pressure lubrication system
- g) Oil levels indicator
- h) Each compressor non resettable running hours calculation in PLC. Alarm shall be generated after presetpoint.
- i) Compressor jacket water coolant temperature indicator on local gauge panel
- j) Hydraulic oil cooler inlet & outlet temperature gauge
- k) Hydraulic oil pressures each stage on local gauge panel (if required)
- l) Air compressor discharge pressure transmitter

10.11.16 The Compressor package shall be provided with the following trip devices:

- a) Low oil level protection devices
- b) High oil temperature devices
- c) Low suction pressure protection devices
- d) High discharge temperature protection device
- e) Coolant flow low devices
- f) Flame detection
- g) Gas detection
- h) Emergency stop devices
- i) Fail safe/ wire break alarm for safe operation
- j) Interlocking provision in PLC program for tripping of machine

10.11.17 Compressor package shall be furnished with the following trip logic that shall stop the compressor and suction of compressor shall be isolated:

- a) On high oil temperature

- b) On low suction gas pressure
- c) On high discharge pressure
- d) On high discharge gas temperature
- e) On coolant flow low
- f) On fire detection
- g) On gas detection
- h) On pressing manual stop button at local control panel
- i) On pressing emergency stop devices

10.11.18 Compressor package shall be furnished with following tripping circuit (the motor shall stop and suction of compressor shall be isolated)

- a) On actuation of gas detector alarm.
- b) On actuation of flame detection alarm.
- c) On pressing of manual stop button at compressor package
- d) On pushing of emergency stop device

10.12 EMERGENCY SHUT DOWN DEVICES

ESD button (3 Nos.) shall be provided (Control Room, Process Area, one side of compressor). A separate hooter for customer interface room shall be provided with annunciation window alarm of individual protection device.

The emergency shut down (ESD) system is also in scope of vendor. A fail-safe system shall be designed and incorporated to isolate cascades storage from dispensers, stop compressor isolate the compressor suction storage line and cut off power supply on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. Red ESD button.

10.13 CABLE SPECIFICATION

Cables shall be Flame retardant low smoke (FRLS) type shall be used for all field instruments except ESD device. Voltage Grade of cables shall be 650/1100 V.

Fire resistance type for Fire detection fire detection system, ESD service, instruments used for ESD purpose, and ESD push buttons.

1T x 1.5mm² shall be used for gas detection system. Quad cable shall be used for RTD. 1P/2P x 1.5 mm² shall be used from field instruments and 2/3 core x 1.5 mm² /2,5mm² for power to cabinet or SOV

Multi pair cable individual and over all shielded shall be used for all the analog signals and Multi pair over all shielded cable shall be used for all the digital input /output signals.

Single Pair and quad Shielded Cable

Each core shall be 1.5 mm² made of 7 stranded annealed electrolytic copper conductors. Each strand shall be 0.53 mm dia. For Intrinsically safe application, primary insulation shall be low density poly ethylene (LDPE). For non-intrinsically safe application, primary insulation shall be 85°C polyvinyl chloride (PVC) as per IS5831 Type C. Thickness shall be 0.5 mm minimum.

A pair shall have twisted cores and number of twists shall be not less than 10 per metre. Colour of core insulation shall be black blue in pair and black, blue and brown in triad.

Individual pair shall be shielded. Shield shall be Aluminium backed by Mylar/polyester tape with the metallic side down helically applied with either side 25% overlap and 100% coverage. Minimum shield thickness shall be 0.05 mm. Drain wire shall be 0.5 mm² multi-strand bare tinned annealed copper conductor. The drain wire shall be in continuous contact with Aluminium side of the shield.

Inner and outer jacket shall be made of extruded flame retardant 90°C PVC to IS 5831-Type ST2. Oxygen index of PVC shall be over 30%. Temperature Index shall be over 250°C. The thickness of the jacket shall be as per IS-1554 Part 1.

Inner jacket colour shall be black. Outer jacket colour shall be black except, for cables to be used in intrinsically safe systems it shall be light blue. A rip cord shall be provided for inner jacket.

Armour over inner jacket shall be galvanized steel wire as per IS-1554 Part.

Multipair Cable with Individual Pair Shield and Overall Shield:

Generally, the cable shall be same as single pair shielded cable conductor sizes shall be 1.5 mm² made of 7 strands of annealed electrolytic copper conductor. Each strand shall be of 0.53 mm dia.

Overall shield shall be of Aluminum backed up by Mylar/polyester tape helically applied with the metallic side down with either side 25% overlap and 100% coverage. Minimum shield thickness shall be 0.05 mm. Drain wire shall be similar to individual pair drain wire and shall be of the overall shield. Pair identification shall be with numbers at interval of not more than 250 mm as per vendor's standard.

Multipair/core Cable with only Overall Shield

These cables shall be same as above except that the individual pair shall not have shielding. Fire resistance cable

Fire resistance cable will be multi core copper conductor, Mica tape with overlap as fire resistance layer Extruded XLPE insulated per IEC 60092-351, Braid of copper wires designed to act as collective screen, sheath as per 60092-359. Fire resistance cable shall be tested for fire resistant properties 750 Deg C for 3 hours as per IEC 60331-31.

Control Cable

Single pair control cables shall be used between field mounted solenoid valves and junction boxes/local control panels. Multi pair control cables shall be used between junction boxes/local control panel and control room mounted devices in general. These cables shall have only overall shielding. These control cables shall have 1.5 sq mm conductor size with 7 stranded conductors of annealed electrolytic grade copper, with each strand of 0.53 mm diameter.

Power Supply Cables

All power supply cables shall be as per IS-1554 Part I and shall have copper /aluminum conductors depending on conductor size. Power cables shall be 3-core, minimum 2.5 mm² copper conductors with PVC insulation, galvanized steel armoring and overall PVC sheathing.

Earthing Cables

Earthing cable shall be 1C x 6 mm², outer sheet Yellow with Green strip, voltage grade 1100V. Annealed Bare Copper conductor, PVC insulated Un-armoured.

10.14 PRIORITY FILL SYSTEM

Contractor shall supply 6-line priority fill (3-bank) system with compressor top-up facility inclusive of regulating valves, check, bypass valves & liquid filled pressure gauges all mounted in a stainless-steel panel. All fittings and tubes used in priority system shall be of stainless steel of suitable pressure rating. The priority fill system is to be installed to ensure that vehicle filling takes priority over cascade filling and direct CNG to three storage banks in correct sequence. The compressor shall shut down once all three-cascade storage banks are filled to 250 Kg/cm² g. Compressor shall start on pressing of manual start push button & automatically when the cascade storage high bank pressure of compressor falls to 200 Kg/cm² g and shutdown automatically when all 3 stages of stationery cascade are filled to a pressure of 255 Kg/cm²g.

- 10.15** The priority fill system (In Bidder's scope) shall ensure the filling of vehicle, storage cascade in correct sequence. Control system shall be designed such that in case of any fault, discrepancy or abnormality, it will go in safe mode. All controls shall be made in fail-safe mode failure of any control shall not lead to operation of equipment in unsafe condition.

11.0 DOCUMENTS

Vendor shall submit documents during engineering stage for review & approval to client/consultant.

- 11.1** Specification /data sheet with statutory approval certificate, W&M certificate, PESO certificate of all the instruments as per P&ID,
- 11.2** Instrument index
- 11.3** Input output list
- 11.4** Power consumption calculation,
- 11.5** Cause & effect
- 11.6** Cables specification
- 11.7** Cable schedule with termination details
- 11.8** Operation & control philosophy
- 11.9** PLC specification & architecture.
- 11.10** Operation and Maintenance Manual (In English) – 02 Copies
- 11.11** Calibration certificates of all instruments & devices
- 11.12** P&ID with tag numbers for each item, line size, valve size, type of connection, instrument symbol connectivity with PLC, interlock number.
- 11.13** Bill of Material with Tag No & Technical Specifications
- 11.14** Wiring Diagram of Electrical & PLC Panel
- 11.15** Specifications of Electric Motor & Characteristic Curves
- 11.16** Foundation Drawings
- 11.17** Capacity vs. Suction Pressure curve
- 11.18** Capacity vs. Energy Consumption curve
- 11.19** List of spares for three years of operation and maintenance. The list of spares should include ordering specification and manufacturer's catalogues. Bidders to keep inventory of spares as mentioned in the list in centralized stores at one GA's location as finalized

by the owner. The availability of the spares will be checked by the owner on regular basis.

11.20 List of special tools & tackles to be provided along with the bid.

12.0 **SKID AND ENCLOSURE**

The maximum allowed temperature within the enclosure shall be 5° C above ambient temperature. Adequate ventilation fans shall be provided to meet the above and also to account for heat dissipation of the coolers. Interlock shall be provided to start the exhaust fan to vent out any entrapped gases in the enclosure before starting the main compressor. In case heat exchanger fan is compressor shaft driven, the same can't be utilized as ventilation fan.

The compressor package shall consist of single enclosure for Compressor and Electric Motor. The equipment shall be mounted on one common skid. The Enclosure to restrict maximum noise level to 75±3 dB(A) at 1 meter from the enclosure.

Material used in the enclosures shall be fire retardant. Rain water should not enter into the enclosure and forced ventilation system shall be provided.

The enclosure shall have doors for normal access and removable wall panels for ease of maintenance.

All the pressure, temperature, oil level, lube oil pressure, coolant temperature, coolant level indicators shall be visible from outside of enclosures and shall be mounted on gauge panel visible from outside.

Enclosures shall have internal flame roof lighting arrangement.

For handling all heavy arts for maintenance purpose lifting arrangement i.e. beam fitted with necessary arrangement shall be provided in enclosure.

The Compressor shall be located inside an acoustic enclosure. All Coolers, Cooling System, lubrication system along with interconnecting piping shall be inside an enclosure. Enough headroom shall be made available for easy access and maintenance of all equipment. The piping layout with respect to the compressor, intercoolers, KOD and auxiliaries location shall be subject to Purchaser's approval during detailed engineering Stage.

Components such as pressure gauges, temperature, pressure switches, filter automatic ball valves, safety valves etc., which require in-situ adjustment, maintenance and reading, shall be easily accessible.

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

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

One person should be able to access oil inlet and drains to allow addition or drainage of oil without removing panels or adjacent components and without the need of the

pump.

Items which must be operated & monitored during operation shall be readily accessible without opening the door

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

12.1 Painting and protection:

Packing shall be sufficiently robust to withstand rough handling during ocean shipment & inland journey. Sling points shall be clearly indicated on crates.

Painting of Internal process piping should be as per international colour coding standard, e.g- Gas line-Yellow, Water line- green, Airline-Blue, Fire suppressing system – Red etc. The paint shall be chosen, primed and applied to have a service life of ten years the exterior of equipment and enclosure is required to be corrosion free for ten years.

13.0 INSPECTION & TESTING

- a) Inspection shall be carried out as per Quality Control Table/ Quality Assurance Plan approved by Owner or its representative. Supplier shall submit the Quality control table (complying to tender QCT/ QAP) for approval.
- b) The bidder has to provide 15 days advance notice prior to said inspection & test.
- c) The bidder shall be responsible for specified inspection & testing requirements including at all sub bidders.
- d) Bidder shall keep following data available for at least 5 years for examination by purchaser.
- e) All necessary certification of materials, such as mill test reports.
- f) Purchaser specification for all items on bills of materials.
- g) Test data to verify that requirement of the specification have been met
- h) Result of quality control test.
- i) Pressure retaining parts including auxiliaries shall be hydrostatically tested with water at following minimum test pressure for a minimum period of 1 hour:
 - Cylinder: 1-1/2 times maximum allowable working pressure.
 - Cylinder cooling jacket & packing case 1-1/2 times coolant pressure but not less than 8 bar effective.

13.1 Mechanical String Test /Factory Acceptance Test

Mechanical String Test for 4 hrs. is a mandatory requirement to be performed at packager's shop before dispatch in presence of Owner's representatives (or a third party as arranged by OWNER). This test can be clubbed up with the Mechanical Run Test of compressor as specified above, provided the job driver & lube

Oil system is used for the test. String test shall be on natural gas preferably. Air/ N2 can be used for string test purpose if natural gas is not available in the shop.

13.2 Erection, Testing & commissioning at Site

The bidder shall be responsible for erection, testing, commissioning & performance test and noise level test of all packages at site. Commissioning of various equipment and systems shall be carried out by the bidder as per the accepted procedures and as per the instruction of the manufacturer of the equipment. The units will be considered commissioned only after the successful site tests are carried out by the bidder.

The bidder shall ensure integrity of compressor package and safety of electrical supply system available at back end while testing package, at site.

13.3 Field Trial Run

Bidder shall conduct a field trial run of each compressor package for 72 hrs. (can be in multiple runs) at CNG Station as per QAP in which satisfactory operation of complete package together with all accessories/auxiliaries controls shall be established for specified operating conditions without any major breakdown prior to the start of operation and maintenance period as defined in the contract. During the field trial run the bidder will be allowed a maximum of THREE attempts to complete the above specified test i.e. only for reasons not attributable to the vendor. The Equipment shall be considered commissioned after the successful completion of Field Trial Run. All punch points raised by OWNER should be completed before performing the FTR. The bidder shall record data of field trial run

13.4 Noise Level Test

During the field trial run, noise level test shall be carried out and bidder shall demonstrate /achieve the granted noise level. All necessary instruments /accessories required for field trial run and noise level test shall be arranged by the bidder.

13.5 Performance Acceptance Test (PAT)

Before conducting performance acceptance test at site, Bidder is required to clear all punch points (if any) raised by OWNER / OWNER's authorized representative.

Compressor Package Performance test at sites shall be carried out as per ASME PTC9. All necessary instruments/accessories required for this test at site shall be arranged by the bidder and repatriated after successful performance test by the bidder.

All such instrument shall be pre-calibrated. Bidder to quote for performance test per compressor package separately at site inclusive of boarding, lodging office space, local transport for bidder personnel and hiring of local contractor, crane etc. bidder shall be

liable to pay all local taxes, levies applicable and strictly comply with rules, laws prevailing in India.

Performance test shall be conducted at site for minimum 4 hours continuous duration at guaranteed parameters as quoted by the bidder (PAT procedure shall be in accordance with ASME-PTC-09).

However, if load is not available at site intermittent running for 4 hours shall be permitted with maintaining minimum continuous operation of ½ hour. Bidder to submit PG test procedure for review / approval. Complete package shall be performance tested as a module whereby along with motor & compressor performance bidder shall demonstrate all controls, shutdown, trips/alarms etc.

The test shall be the basis of, acceptance/rejection of the package thereon. Bidder shall submit the detail test procedure for the same, which shall be approved by OWNER. The test for the package shall be witnessed by OWNER/ OWNER's representatives.

14.0 GUARANTEE, LOADING AND PENALTY CRITERIA

This section described the guarantee parameters, which the booster compressor package must fulfil, the penalty for shortfall in guaranteed parameters and rejection of compressor package by the purchaser.

The guaranteed parameter shall be adjusted to account for variation in gas composition and prevailing ambient condition during testing.

Necessary calculations correction curves shall have to be furnished by bidder along with bid, which shall be final & no deviation shall be permitted afterwards.

In case of any inconsistency in manufacture and / or operation of supplied compressor package, Bidder shall at his own risk and cost, eliminate the defects to the satisfaction of owner.

For loading and compensation purpose, power consumption with suction pressure of 30 to 200 kg/cm² and discharge pressure equal to dispensing pressure may be considered. Dispensing pressure will depend on empty vehicle pressure to be fuelled and compressor discharge pressure may not be 250 kg/cm² continuously. For power consumption purpose discharge pressure may be taken 230 kg/cm².

The bidder shall furnish the guaranteed value for the following:

Compressor Capacity: Compressor shall guarantee the capacity as mentioned in Guaranteed Parameters.

Compressor BKW: Bidder shall indicate guaranteed BKW including all losses such as mechanical, transmission etc.

Motor Power Output of the prime mover (KW)

Total power required for the package including power consumed by accessories.

14.1 **Compressor Capacity**

Bidder shall guarantee average capacity of 450 SCM/H from suction pressure 30 to 200 kg/cm² and discharge pressure of 250 Kg/cm² at 52 degree centigrade (Max).

For calculation purpose 1kg of CNG = 1.33 SCM/H

If bidder quotes less than 29 KWH. No advantage will be given for quoting less than 29 KWH.

The same shall be used to establish the capacity at test bed during package performance test.

14.2 **Loading against Energy Consumption:**

The compressor package shall be designed in such a way that Energy Consumption of package (KWH/Kg) should be minimum for production of CNG. Bidder shall indicate actual energy consumption for their compressor package. This quoted figure will be used for evaluation and total quoted price for all compressors towards supply, special tools & tackles, erection and commissioning will be loaded as per following formulas:

$$F = (G-29) \times H \times I \times N$$

Where,

F = Loading amount in Rs.

G = Bidder's Energy consumption rate quoted in KWH

(G-29) = Bidder's Energy consumption rate over and above 29 KWH

H = Cost of Energy INR 8.0 /KWH

I = Factor towards lifecycle in hours @ 36,500 hours

N = No. of Booster Compressor

Note: Bidder shall not be given any advantage/credit for quoting power consumption below 29 KWH

Penalty towards Excess Energy Consumption:

At the start of O&M period or even at any point of time during the O&M period, cost towards excess power consumption beyond quoted figure shall be deducted from O&M bills.

Following calculations shall be used for deduction towards excess power consumption.

$$F = (G-Q) \times H$$

Where,

F = Monthly Penalty in Rs.

G = Monthly Actual power consumption

Q = $\frac{\text{Guaranteed consumption rate quoted by supplier for every 338 Kg of CNG} \times \text{CNG produced during the month}}{338}$

H = Cost of power Rs 8.0/kwh

Penalty towards Package Efficiency Loss

This penalty shall be imposed on compressor blocks not capable of delivering rated capacity of 450 SCM/H. Following calculations shall be used for penalty towards package efficiency loss:

$$F = 2 \times \{(450 \times H \times RD \times AD) - M\}$$

Where,

F = Penalty Amount in Rupees
H = Hours clocked in a month

RD = Average RD for the month using GC Data

AD = Air Density = 1.22541

M = Discharge mass flow during the month in Kgs

Note:

- Gauge Pressure at Station Inlet shall be used as benchmark for imposition of penalties and not suction pressure being displayed at the PLC.

Penalty for Non-Performance during Period of Operation & Maintenance

Details of Penalty for non performance of equipments

a. On normal day (i.e. the day other than the schedule maintenance day):

- i. The party has to ensure that the equipments are available for operation for minimum 20 hours per day and on an average the equipment availability has to be 98% in a month.
- ii. If the equipment is down for more than 4 hours on any day or availability is less than 98% in a month. Penalty would be applicable as follows:
upto 12 hours : Rs. 20,000/-
Beyond 12 hours: Rs. 40,000/- per day.

In case of daily availability is 20 hrs. but monthly average availability is below 98%. Then penalty @ of 10,000 per % or part thereof shall be applicable.

b. On schedule maintenance day:

- i. The party would be required to carry out the recommended schedule/preventive

maintenance of the equipments for which the party has to indicate the time required for each type of schedule maintenance.

- ii. If the equipment is down for more than 4 hours & upto 12 hours beyond the time indicated for the agreed schedule maintenance, the party would be penalized Rs. 20,000/- and for more than 12 hours Rs. 40,000/- per day.
- iii. In any case, the maximum penalty imposed in a month for non-performance of the equipment turns out be 50% or more of the amount of O&M charges to be paid to the party per month per compressor (a complete cost break up of O&M charges need to be furnished by the bidder during bid), OWNER will take necessary actions as per terms and conditions of the contract for such non-performance).

15.0 SPECIAL TOOLS AND TACKLES

Special tools & tackles for erection and commissioning and for operation & maintenance are required to be arranged by successful bidder.

Vendor shall maintain sufficient spares to fulfill the warranty & subsequent four years period requirements. In case of additional requirement during the warranty period, if any spare part is taken from OWNER, the same shall be replaced to OWNER with new part supported by necessary document for its authenticity of being new & original spare part.

16.0 DRAWING & DOCUMENTATION

- The drawings/documents to be submitted by the bidder shall be divided in three categories:
 - a. Drawing documents to be supplied with the offer
 - b. Drawing /document to be submitted for approval (After placement of order)
 - c. Drawing/document to be submitted for information (After placement of order)
- The bidder shall submit list of drawings, which shall be submitted by them in above three categories. All drawing /document shall be submitted in 6 sets.
- Title block of each drawing shall contain at least following information:

Name of the Owner:

Name of the Consultant :

Name of the Project :

Name of Bidder :

Descriptive title :

Drg. No :

Revision No :

Sheet No./ Total No. of sheet in the drawing :

- Bidder shall furnish relevant calculation and protection relay setting table for the equipment /system being supplied by them, It shall also contain the manufacture's catalogue, operation and maintenance manuals for all types of relays/components used,
- The bidder shall submit all drawing within specified time, in requisite number, for each equipment/item for approval.
- Approval of drawings by Owner.
- The bidder shall submit furnish drawings as indicated/agreed for each item for approval of the Owner/Consultant.
- Owner/Consultant will scrutinize drawing/data furnished by Bidder and comments, if any, will be communicated to the Bidder within 2 weeks from the date of receipt.
- The Bidder shall submit all the drawings/documents in two (2) sets. All the drawing of sub-bidder/bidders etc. shall be checked by Bidder for correctness and compliance with requirement of order/contract and signed before submission to Owner.
- The drawings shall be stamped in either of following category and one print shall be returned to the Bidder.

“APPROVED”

“APPROVED SUBJECT TO INCORPORATION OF COMMENTS” “NOT APPROVED”

“FOR INFORMATION ONLY”

- Wherever drawings are returned to the Bidder with the marking “Approved subject to incorporation of comments” the bidder shall make the necessary modifications/corrections and resubmit the revised drawings and data for final approval.
- Bidder shall be responsible for correctly incorporating all the points conveyed to him and resubmit the drawings to the Owner for final approval. Specified number of copies of approval drawing and reproducible of specified quality shall be submitted after the final approval of drawings.
- Approval of drawing by owner shall not relieve the suppliers of his contractual obligations and responsibility for engineering design, workmanship, materials and performance of equipment, Work shall be carried out exactly as indicated on the approved drawings and data and no alterations shall be made without the written approval of the Owner,
- If any subsequent alterations are found necessary and approved by the Owner, all drawings and data affected by such alterations shall be duly revised and re-submitted for the approval.

- Bidder shall incorporate/cause to incorporate all change made in the drawings from approval stage to the handing over of equipment and submit as built drawings in the requisite sets (these will be in addition to the sets submitted at the time of approval/for information and up to commissioning). The drawing to be submitted shall include all the drawings submitted for approval, information as also the drawings required for normal operations, trouble shooting repair, and maintenance and testing of equipment etc.
- Bidder shall submit the following drawings/data/document in bound volume prior to submission of final bill to the Owner in soft and hard copies (2 Sets).
- All drawings submitted to Owner for approval information
- Equipment manufacturing drawings submitted for information of Owner.
- Equipment drawings required for operation and maintenance.
- Fault calculations, protection relay setting calculations and recommended settings.
- Inspection reports, factory and site test certificates in bounded volume.
- As built drawings incorporating all site modifications.
- Instruction manuals
- List of spares for three years operation and maintenance. The list of spares should include ordering specification and manufacture's catalogues.
- Operation and maintenance procedures for individual equipment and total system.

ANNEXURES
(BIDDER TO SUBMIT FILLED UP ANNEXURES FOR 450 SCMH)

ANNEXURE – I : GUARANTEED PARAMETERS

(450 SCMH Electrical Motor Driven Booster Compressors)

Sr No.	Parameter	Bidder's data	Unit
For Basis of loading and penalty			
1	Average flow capacity (over range of suction pressure from 200 to 30 kg / cm ² at varying on continuous basis). Bidder to confirm 450 SCMH.	450	SCMH
2	Electrical power consumption in KWH with no (+) tolerance with overall full range of suction pressure (from 200kg/cm ² to 30 kg/cm ² varying on continuous basis to compress 450 SM ³ gas per hour with no (-) tolerance without air compressor and exhaust fan for loading and penalty purpose.		KWH
3	Minimum flow capacity in SM ³ /h corresponding to suction pressure of 200 kg/cm ²		
4	Minimum flow capacity in SM ³ /h corresponding to suction pressure of 30 kg/cm ²		
Guaranteed General Package Data			
5	Compressor BKW in KW @ Rated Conditions (No + ve tolerance)		KW
6	Net of all auxiliaries/package ventilation loads in KW		KW
7	Site rated BKW of Electric Motor (No – ve tolerance)		KW
8	Noise level 75 ± 3 DBA @ 1 meter from enclosure		db
9	Footprint area of compressor package quoted		mtxmt

NOTE:

- Parameters under Sl. No. 3 and 4 are for reference only.
- Sl.No.2 Bidder must indicate the guaranteed KW including all losses such as mechanical transmission power absorbed by compressor auxiliary like cooler fan etc. but excluding air compressor.
- Power consumption and capacity should be indicated corresponding average discharge pressure 250Kg/cm²
- The above parameters shall be quoted gas against suction temperature of 35 to 45 deg centigrade at mobile cascade
- Bidder has to fill all rows in above table. If any row is not filled by bidder or above tables are modified in any manner, bid will be rejected summarily
- Conversion factor for Kg to SCM is 1 kg = 1.33 SCM
- Bidder has to guarantee that offered compressor package will deliver minimum average flow of 450SCMH under the condition described above. Delivery of less than 450 SCMH average flow is not acceptable and will be summarily rejected.

ANNEXURE – II: COMPRESSOR DATA SHEET FOR 450 SM3/HR

1	PROJECT: CNG Expansion Project		DATA SHEET NO:	
2	NO. OF UNITS		As per SOR	DRIVE: Electrical Motor
3	DUTY		Continuous	LOCATION: As per SOR
4	GENERAL		PROJECT:	
5	OWNER:		SERVICE:	
6	SITE:			
7	COMPRESSOR CAPACITY		DRIVER:	Electric Motor
8	NOTE: ■ SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER □ INFORMATION REQUIRED FROM VENDOR.			
9	MANUFACTURER:		MODEL NO.:	
10	PLACE OF MANUFACTURE:		NO. OF STAGES:	
11	CYLINDER ARRANGEMENT:		CYLINDER LUBRICATION:	
12	DRIVER TYPE:		DRIVE:	
13	DIRECTION OF ROTATION(FACING DRIVEN END):		EARTH QUAKE ZONE	
14	WIND VELOCITY (KM/HR)		INSTALLATION:	
15	MOUNTED ON A COMMON SKID ALONGWITH DRIVER, ENCLOSED INSIDE A ACOUSTIC ENCLOSURE			
16	Total Utility Consumption			
17	Cooling Water (Make UP)(m3 /hr)		Power (Auxiliaries) (kW)	3.5
18	REMARKS:			
19	Vendor/Bidder should estimate the requirement for all the Utilities and indicate the same in tabular form.			
20	CONSTRUCTION / DESIGN FEATURES			
21	Cylinders			
22	No of Cylinders -			
23	Single Acting (SA) /Double Acting (DA)			
24	Nomenclature	Unit	Stage#1	Stage#2
25	Cylinder Bore /Stroke	mm / mm		
26	Rotational Speed of motor	RPM		
27	Linear Average Piston Speed	M/sec		
28	Piston Displacement	M3/ hr		

29	Nos of strokes per hour			
30	Lubrication/Hydraulic oil System			
31	Type of lube system		Piping material	
32	Quantity of Lube/Hydraulic oil for first filling		Main Oil Pump Driven By :	
33	Standby Oil Pump, Driven By :		Oil tank capacity	
34	Suction Strainer		Lube Oil Consumption	
35	Pressure Control Valve		Main Pump Make & Model :	
36	Level Sight Glass on the Crankcase		Standby Pump Make & Model :	
37	Type of Oil Cooler :		Size of Filter:	
38	Make :		Type :	
39	Model :		Material :	
40	Oil Heater (if required).		Electric Heater with thermostat (Kw) (if required).	
41	Thermostatic Valve			
42	INSPECTION AND TESTS			
43	Material Composition and Physical Properties Certificates Required For:			
44	Cylinder and Liner		Piston	
45	pressure Vessels		Heat Exchangers	
46	X-Ray Examination for applicable components. All applicable MTC's to be submitted			
47	<i>Mech. String Test with shop Driver (4 Hours min.)</i>	<i>Certificate</i>	<i>Witnessed</i>	
48	Performance Test at Works	Yes	Yes	
49	Functional/Continuity Tests - Control Panel.	Yes	Yes	
50	Field Trial Run 72 Hrs. under Vendor's Supervision (Package) , intermittently	Yes	Yes	
51	Valve Leak Test	Yes	Yes	
52	Lube Oil Console Run test	NA	NA	
53	Closed Circuit C.W. System test	Yes	Yes	
54	During package performance test			
55	Test Certificates Required For:			
56	Auxiliary Motor & Pumps	Yes	Safety Relief Valves	Yes
57	Safety Switches	Yes	Solenoid Valves	Yes

58	WEIGHTS	
59	Overall supply (excluding driver and gear box, if any) Kg. approx.	
60	Maximum erection weight Kg. approx.	
61	Maximum maintenance weight Kg. approx.	
62	Gear Box Kg. Approx.	
63	Driver Kg. approx.	
64	SCOPE OF SUPPLY	
65	Compressor Assembly complete with frame, cylinder	
66	Motion work lubrication system	
67	Cylinder and packing lubrication system	
68	Cooling system	
69	Process Gas system	
70	Local instrumentation	
71	Local Gauge Board	
72	Local Control Panel	
73	Main driver electric Motor	
74	V-Belts with Pulley	
75	Couplings	
76	Driver Compressor	
77	Guards for moving parts	
78	Base plate Common for Compressor and Driver	
79	Fabricated Steel skid Common for compressor, driver and accessories	
80	Special Tools -	
81	Anchor Bolts for Complete Package	
82	Piping supports and brackets : prefabricated for piping in Vendor's Scope	
83	Supports For Cylinders & Auxiliaries, Prefabricated & fitted in the Package	
84	Commissioning Spares, erection and commissioning spares	
85	Spares as specified in the Job Specification	
86	Vendor Data as specified	
87	NOTE : Refer checklist for scope of supply	

ANNEXURE - III - DATA SHEET FOR ELECTRIC MOTOR

ITEM NO.:		As per requirement
QUANTITY:		
DESCRIPTION:		
A.	APPLICABLE SPECIFICATION AND STANDARDS	IS:325 / IEC / EQUIVALENT INTERNATIONAL STANDARDS
B.	SERVICE CONDITIONS:	
	Max. Ambient Temp. (Deg. C)	
	Min. Ambient Temp. (Deg. C)	
	Design Ambient Temp. (Deg. C)	
	Altitude Above MSL (MTS)	
	Relative Humidity (Max.) (%)	
	Environment	
	Location (Indoor / Outdoor)	
	Area (Safe / Hazardous)	
C.	SYSTEM CHARACTERISTICS:	
	Systems Voltage with \pm %	415 V \pm 10%
	Number of Phases	3
	Rated Frequency with \pm %	50 Hz \pm 5%
	Combined Variation	\pm 10%
	Fault Level	25 KA
	Space Heater Supply	If Required
	Low Voltage Stator Winding Heating Supply	NA
D.	Motor Rating / Details:	
	Rated Output	As per Vendor
	Rotor Type	Squirrel Cage
	Syn. Speed (RPM)	As per pump and fan vendor
	Direction of Rotation	Bi-Directional
	Insulation Class	'F', Temperature Rise Limited to 'B'
	Duty	S1, Continuous
	Winding Treatment	Moisture Protection Varnish
	Insulation Process	Anti-Corrosive Treatment
	Starting Method	Star Delta
	Starting Current	Vendor to Furnish
	Minimum Voltage Start at Terminal	80% of 415V
	Starting Torque	Min. 200% of FLT
	Pull Out Torque	
	No. of Hot Starts	2 Nos.
	No. of Cold Starts	3 Nos.
	Shaft Extension	Required
	Type of Coupling	
	Earth Terminals	2 Nos. on Body & 2 Nos. on T. Box
	Greasing Arrangement	Yes
	Name Plate	Yes, as per IS:325
	Starter Connection	Vendor to Furnish
	Efficiency at	
	100% load	
	75% load	
	50% load	
E.	ENCLOSURE:	

	Degree of Protection	EExd IP55
	Mounting Arrangement	As per requirement.
	Type of Cooling	TEFC
F.	TERMINAL BOX	
i)	Terminal Box (Main)	1 No.
	Type	
	Fault Withstand	
	No. of Terminals	6 Nos.
	Side of Terminal Box seen from the Driven End	RHS
ii)	Auxiliary Terminal Box	--
	1. Separate Terminal Box for	
	Space Heaters	--
	Thermistors	--
G.	TESTS TO BE WITNESSED	
	Type Tests	CMRS test certificate to be furnished
	Routine Tests	As per IS:325
H.	ACCESSORIES	
	Anti-condensation Heaters	Yes
	PTC Thermistors	NA
	Voltage Rating of Space Heaters	NA
	Foundation Bolt	Yes
	Cable Glands	Required
	Earthing Terminals	Body & T. Box
	Motor peak Amplitude Vibration at no Load at Bearing should not exceed	40 Microns for 1500 RPM 15 Microns for 3000 RPM
	Max. Motor Noise Level Measured at a Distance of 1. Mts. from Motor	75 ± 3 dBA
I.	CABLES	
	1. Type & Size	
	- Motor	Vendor to furnish
	- Space Heater	NA
	- Thermister	NA
	2. Cable Lugs	
	- For Motor	Copper
	- Space Heater	NA
	- Control Cables	NA
	3. Cable Glands – Type Material	
	- Motor	FLS-Double Compression, Ni-Cd Plated
	- Space Heater	NA
	- Control Cables	FLS – Double Compression Ni-Cd Plated
	J. PAINTING	
	TYPE	Epoxy
	SHADE (AS PER IS:5)	692 (Smoke Grey)

Note: If required vendor may be asked to submit, Certificate from Compressor block manufacturer towards guaranteed shaft power calculation at 450 SCMh per hour compression (on given parameter) and from Motor manufacturer towards their KWh consumption (KWh on guaranteed parameters) on above guaranteed shaft power to be submitted by bidders along with bid.

ANNEXURE – IV: LIST OF MOTORS

S.No.	DESCRIPTION	KW	DUTY	QTY.

NOTE:- Motors are in hazardous area classification Zone 1 and Zone 2. Therefore, the Motors shall be flame proof. Vendor shall furnish the list of motor(s).

ANNEXURE – V: SPECIFICATIONS OF INSTRUMENTS

SPECIFICATION OF CORIOLIS MASS FLOW METER (SUCTION)

Sl. No.	PARAMETER	REQUIREMENT
1.	Fluid	Compressed Natural Gas
2.	Measuring Principle	Coriolis Principle
3.	Operating Pressure	250 (max.) Kg/cm² and 8 (min.) Kg/cm²
4.	Molecular Weight	17 – 22
5.	Ambient Temperature	0 – 6 °C
6.	Hazardous area classification	Class I, Div. I, Gas Group D as per NEC or Zone1, Group IIA/ IIB as per IS/IEC specifications
7.	Range of operation	Flow range shall be 150% of defined compressor capacity (SCMH) intender
8.	Accuracy	± 0.5% of indicated flow accepted (over the whole operating range on gas)
9.	Rangeability for specified accuracy (Min.)	50:1
10.	Line Size	Vendor to specify
11.	Pressure drops at max. flow	< 0.2 Kg/cm ² g
12.	Repeatability	± 0.25% or better
13.	Material – Tube	SS 316 or Better
14.	End Connection	Vendor to specify
15.	Power supply (nominal)	24 V DC or 230±10% V, 50±2 Hz, 1 Φ
16.	Outputs (Active)	
16.1.	4 – 20 mA dc	Reqd.
16.2.	Frequency	Reqd.
16.3.	RS 485	Reqd.
17.	Outputs Informations	Φ
17.1.	Mass Flow rate	Reqd.
17.2.	Mass totalizer, non-resettable	Reqd.
17.3.	Temperature & density	Reqd.
17.4.	Integral Display	Display all outputs with specified accuracy, programmable and sequential with password protection, Touch screen or touch keypad type
18.	Communication	MODBUS with RS485
19.	Mounting	Field mounting
20.	Certification	Hazardous area compatibility, Weatherproof certification i.e. IP 67, Material Test, Manufacturer's certification, Custody Transfer approval, AGA 11 Conformance certification and Calibration Certificate on water and Natural Gas from accredited test labs with traceability acceptable internationally

SPECIFICATION OF CORIOLIS MASS FLOW METER (DISCHARGE)

Sl. No.	PARAMETER	REQUIREMENT
1.	Fluid	Compressed Natural Gas
2.	Measuring Principle	Coriolis Principle
3.	Operating Pressure	300 (max.) Kg/cm² ,250 (Normal) Kg/cm², 100 (min.) Kg/cm²
4.	Molecular Weight	17 – 22
5.	Ambient Temperature	0 – 60 °C
6.	Hazardous area classification	Class I, Div. I, Gas Group D as per NEC or Zone1, Group IIA/ IIB as per IS/IEC specifications
7.	Range of operation	Flow range shall be 150% of defined compressor capacity (SCMH) in tender
8.	Accuracy	± 0.5% of indicated flow accepted (over the whole operating range on gas)
9.	Rangeability for specified accuracy (Min.)	50:1
10.	Line Size	Vendor to specify
11.	Pressure drop at max. flow	< 0.2 Kg/cm ² g
12.	Repeatability	± 0.25% or better
13.	Material – Tube	SS 316 or Better
14.	End Connection	Vendor to specify
15.	Power supply (nominal)	24 V DC or 230±10% V, 50±2 Hz, 1 Φ
16.	Outputs (Active)	
16.1.	4 – 20 mA dc	Reqd.
16.2.	Frequency	Reqd.
16.3.	RS 485	Reqd.
17.	Outputs Information	Φ
17.1.	Mass Flow rate	Reqd.
17.2.	Mass totalizer, non-resettable	Reqd.
17.3.	Temperature & density	Reqd.
17.4.	Integral Display	Display all outputs with specified accuracy, programmable and sequential with password protection, Touch screen or touch keypad type.
18.	Communication	MODBUS with RS485
19.	Mounting	Field mounting

20	Certification	Hazardous area compatibility, Weatherproof certification i.e. IP 67, Material Test, Manufacturer's certification, Custody Transfer approval, AGA 11 Conformance certification and Calibration Certificate on water and Natural Gas from accredited test labs with traceability acceptable internationally.
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SPECIFICATION SHEET FOR FLAME DETECTORS

Flame detector Type:	UV and IR Detector
Wavelength	UV radiation over the range of 185 to 260 nanometers (1850 to 2600 angstroms)
	IR radiation in the 4.35-micron range
Field of View	120° cone of vision (or) Better.
Sensitivity	Approved Performance Specification-50 feet (15.2m) distance for a 1 sq. ft (0.092m ²) heptane fire.
Response Time:	Less than 5 seconds
Status Indicator:	LEDs indicate status of Healthy, fault, and alarm conditions
Operating Medium	Natural Gas.
Nominal supply voltage:	24 VDC
Supply voltage range:	20 to 36 VDC
Maximum output signal load:	600 Ohms
Electrical Specifications [OUTPUT: mA, Relay, Hart]	
(all 3 below mentioned outputs must be available in separate connectors/ ports)	
1. Analog (mA):	
Output signal range:	0 to 20 mA *
FAULT signal:	0 to 0.2 mA *
COPM fault signal:	2.0 ± 0.2 mA *
Ready signal:	4.0± 0.2 Ma
IR only signal:	8.0 ± 0.2 Ma
UV only signal :	12.0 ±0.2 mA
WARN signal:	16.0 ±0.2 Ma
ALARM signal:	20.0 ± 0.2 mA
2.Relay Contacts: (Alarm, Fault andAuxiliary)	Fire relay (alarm)- Both Contact output NO and NC required. Fault relay - Contact output NO and NC required. Contact rating 30 VDC, 2 A or 125 VAC, 1 A
3. HART	
Protocol	HART protocol
	External HART Port connector (without opening of Housing cover of Flame Detector) is required in transmitter for calibration and parameter accessing.
Vibration	As the detector shall be vibrations arising mounted inside CNG compressorcanopy, the same shall be capable of withstanding from reciprocating compressor.
Approvals (sensor, Transmitter andTerminal box / Junction Box)	CCOE/PESO, CSA, FM, ATEX, HART Registered, and AMS Aware

	Class 1, Div. 1, groups B, C, and D (-40°C to +65°C), Type 4X, Ex d IIC,T4
WP Protection	IP54
SIL 2	IEC 61508 required
AMS Aware:	Certified by AMS
RFI/EMI Protection:	Complies with EN 50130-4, EN 61000-6-4
Accessories	Housing: Anodized aluminum with powder coated finish or equivalent (Explosion proof enclosure) Mounting: Roof mounted, or wall mounted. For threaded type detectors suitable termination box (approved for use inside hazardous area) shall be provided. The detector shall be supplied with suitable Deluge protection, Strom baffle, Weather protection, Dust barrier, Gassing Cap, etc as applicable protection against dust particles.
	2 No's Cable Glands (1/2" or 3/4" Double compression)
Flame detector built-in test	Automatic and manual test
Flame detector immunity	False alarm sources like Arc welding, X-Ray's or hot vibrating object, lightening.
Manuals (soft and Hard Form)	Operation, Maintenance, Calibration and Troubleshooting
Software (soft and Hard Form)	Software or additional device, cables required for calibration or troubleshooting of instrument shall be supplied free of cost with instrument.
Flame detector calibration	Must be inbuilt or else calibration device must be supplied along with FD at free of cost.
Calibration procedure	(both zero and span) for the model quoted to be provided in detail

SPECIFICATION SHEET FOR GAS DETECTORS

Tag nos	As per P&ID
Sensor Type	Infrared Absorption, Point gas detector
Model	*
Make	As per approved/Recommended vendor list
Operating Voltage	24V DC
Range	0-100 % LEL (Low Explosive Limit)
Repeatability	Better than +/-3% of Full Scale
Response Time	T 90 < 15 second or better
Temperature Range	0 deg C to 50 Deg C
Humidity range	0 to 99 % RH
Power Consumption	Vendor to indicate
Digital Signal Outputs	required
Current Signal Outputs	
Ingress Protection	IP 65 or better NEMA 4X
Housing Material	SS 316
Dimension	*
Cable Entry	Two entries, inch NPT (F), for one spare cable entry stop plug shall be provided
Electrical Area Classification	Zone-1,2, Gr. II A & II B, T3 or better
Enclosure Class	Explosion proof EEx'd' / Intrinsically Safe EEx'ia'
Alarm at	20 % & 40% of Range
Accuracy *	± 2% FSD or better
Calibration Kit	Required
SIL 2 Certificate	Required
Accessories	Required

SPECIFICATION FOR KWH METER

1	Meter type	3Phase 4 wire Static Energy meter
2	Accuracy class	0.5 S as per IS14697
3	Connection	Transformer Operated
4	Rated Voltage	240V(P-N), 415V(P-P) \pm 10%
5	Rated Basic current	5A
6	Rated maximum current	10A
7	Rated Frequency	50 HZ
8	Power Factor range	Zero lag- Unity- Zero lead
9	Standards compliance	IS 14697, IEC 62052-11, IEC 62053-21, IS 15959
10	Calibration	Meter shall be calibrated at factory and no modifications should be permissible
11	Energy Audit Data	<ul style="list-style-type: none"> a. Meter serial number b. Date and time c. Cumulative forwarded active energy d. Cumulative reactive energy - Lag e. Cumulative reactive energy - Lead f. Cumulative forwarded apparent energy g. Cumulative Maximum Demand in kW and kVA with date and time
12	Metering philosophy	Metering should be 2 quadrant lag only and programmed accordingly
13	Auto/Manual Scroll mode	<ul style="list-style-type: none"> a. LCD test b. Date c. Time d. Cumulative Active Energy e. Cumulative Apparent Energy f. Cumulative Reactive Energy – Lag g. Cumulative Reactive Energy – Lead h. Active Maximum demand with date and time i. Apparent Maximum demand with date and time j. Active load k. Reactive load l. Apparent load m. Phase wise power factor n. Average power factor o. R phase voltage p. Y phase voltage q. B phase voltage r. R phase current (line) s. Y phase current (line) t. B phase current (line) u. Instantaneous average power factor with sign for lag/lead v. Frequency reading
14	Maximum demand Registration	Meter should store and display maximum demand in kW/kVA with date and time. Demand integration period should be 30 minutes. It is preferred that MD is computed using separate counter rather than by difference of initial and final energy counter.
15	Auto Reset of Maximum Demand	Meter should reset to zero and date should be customisable date

SPECIFICATIONS FOR DISCHARGE FILTER

SUPER FINE FILTER (Coalescing Filter)

Super fine filter for removal of liquid (e.g. water & oil)and solid particles down to 0.01 microns out of compressed natural gas Residual Oil Contents less than 0.01 mg/m³.

Filter Designed :

Paint Compatible CE mark in accordance with European Directive for Pressure Equipment, PED (97 / 23 / EC) Are Designed to meet the ATEX European Directive for Explosion Protection , (94 / 9 / EC) All natural gas filters in accordance to CE Eex 2GD IIB T6.

Standard equipment:

Complete filter including manual drain.

Specification Filter Elements.

Filter Fabric : Borosilicate Microfibre Fabric coated with polypropylene homopolymer support - fabric.

Drainage Layer: Parafil - Fibre fabric incorporated in the filter fabric.(Without Foam Sock)

Rib Mesh : Stainless Steel VA 1.4306

Temperature : + 1 ° C to + 80 ° C

Direction Of Flow : From Inside to Outside.

NOTE : Bidder to get the inspection done by TPIA accordance with European Directive for Pressure Equipment, PED (97 / 23 / EC) if CE marks are not available.

ANNEXURE – VI: RECOMMENDED VENDOR LIST

Item code / Description	AIR FILTER REGULATORS
VENDOR NAME	Remark
ASEA BROWN BOVERI LTD.	
BLUE STAR LTD	
DIVYA CONTROL ELEMENTS PVT. LTD.	
PLACKA INSTRUMENTS & CONTROLS PVT. LTD	
SHAH PNEUMATICS	
SHAVO NORGREN (I) PVT. LTD	
VELJAN HYDRAIR PVT. LTD.	
PARKER	
SWAGELOK	
VANAZ ENGINEERS LIMITED	
Item code / Description	COALESCENT FILTER / REGULATORS
VENDOR NAME	Remark
ASEA BROWN BOVERI LTD.	
BLUE STAR LTD	
PLACKA INSTRUMENTS & CONTROLS PVT. LTD	
SHAH PNEUMATICS	
SHAVO NORGREN (I) PVT. LTD	
V AUTOMAT & INSTRUMENTS PVT. LTD.	
VELJAN HYDRAIR PVT. LTD.	
COMPAC NEWZEALAND	
ITEM CODE / DESCRIPTION	FIELD INSTRUMENTS (P, DP, F,L,T)
VENDOR NAME	REMARKS
ABB AUTOMATION LTD.	
ASHCROFT	
MURPHY	
CCS	
WAREE	
FISHER ROSEMOUNT INDIA LIMITED	
FUJI ELECTRIC CO. LTD.	
HONEYWELL INC.	
TATA HONEYWELL	
YOKOGAWA ELECTRIC CORPORATION	
YOKOGAWA BLUE STAR LTD.	
WIKA	
DRUCK	
BEKO	
FILTRATION TECHNIQUE	

ITEM CODE / DESCRIPTION	PRESSUREGAUGES
VENDOR NAME	REMARKS
AN INSTRUMENTS PVT. LTD.	
BADOTHERM PROCESS INSTRUMENTS B. V.	
BOURDON HAENNI S.A	
BRITISH ROTOTHERM CO. LTD	
BUDENBERG GUAGE CO. LTD.	
DRESSER INC.	
GENERAL INSTRUMENTS CONSORTIUM	
MANOMETER (INDIA) PVT. LTD.	
NAGANO KEIKI SEISAKUSHO LTD.	
WAAREE INSTRUMENTS LIMITED	
BAUMER	
WALCHANDNAGER INDUSTRIES LTD.	
WIKA ALEXANDER WIEGAND & CO GMBH	
WIKA INSTRUMENTS INDIA PVT. LTD.	
DRUCK	
ASHCROFT	
BEKO	
FILTRATION TECHNIQUE	
ITEM CODE / DESCRIPTION	TEMPERATURE GAUGES & RTD
VENDOR NAME	REMARKS
AN INSTRUMENTS PVT. LTD.	
GENERAL INSTRUMENTS LTD	
WIKA	
ASCHCROFT	
BAUMER	
ITEM CODE / DESCRIPTION	PRESSURE RELIEF/SAFETY VALVE
VENDOR NAME	REMARKS
ALSTHOM FLUIDS SAPAG	
ANDERSON GREENWOOD CROSBY	
BHEL (TRICHY)	
ASPRO	
DRESSER INC.	
FUKUI SEISAKUSHO CO. LTD.	
INSTRUMENTATION LTD. (PALGHAT)	
NAKAKITA SEISAKUSHO CO LTD.	
NUOVO PIGNONE SPA (ITALY)	
PARCOL SPA	
SAFETY SYSTEMS UR LTD.	

SARASIN RSBD	
SEBIN VALVES INDIA PVT. LTD.	
TAI MILANO SPA	
TYCO SANMAR LTD.	
TYCO VALVES & CONTROLS INDIA PVT. LTD	
SWAGELOK	
PARKER	
COMPAC NEWZEALAND	
FARINOSLA	
FAINGER LASER	
MERCER	
FISHER ROSEMOUNT (EMERSON)	
OFE & OE GROUP KEYSTONE VALVES PVT. LTD	
BARODA SEBIM VALVES PVT. LTD. HALOL	
HALOL	
STAUFF	
ITEM CODE / DESCRIPTION	SUCTION & DISCHARGE FILTER
VENDOR NAME	REMARKS
BEKO FILTER	
ULTRA FILTER	
PARKER	
FILTRATION TECHNIQUE	
ITEM CODE / DESCRIPTION	VIBRATION SWITCH
VENDOR NAME	REMARKS
MURPHY	
METRIX	
ROBERTSHAW CONTROL	
ITEM CODE / DESCRIPTION	CARTRIDGE FILTERS
VENDOR NAME	REMARKS
BEKO FILTER	
ULTRA FILTER	
FILTRATION TECHNIQUES	
ZANDER GMBH (GERMANY)	
GRAND PRIX FAB (PVT.) LTD., NEW DELHI	
MULTITEX FILTRATION ENERGY PVT. LTD.,	
ITEM CODE / DESCRIPTION	AIR COMPRESSOR
VENDOR NAME	REMARKS
INGERSOL RAND (IR)	
ELGI	
ANESTA IWATA MOTHERSON	

EMTEX	
KPCL	
CHICAGO PNEUMATICS	
ITEM CODE / DESCRIPTION	SELF ACTUATED PR. CONTROL VALVE
VENDOR NAME	REMARK
DANIEL INDUSTRIES INC	
DRESSER PRODUITS INDUSTRIES	
ASPRO	
ESME VALVES LTD.	
FISHER ROSEMOUNT SINGAPORE PTE LTD.	
FISHER EXMOX SANMAR LIMITED	
GORTER CONTROLS B.V.	
INSTROMET INTERNATIONAL NV	
KEYE & MACDONALD INC	
NUOVO PIGNONE SPA (ITALY)	
PIETRO FIORENTINI SPA	
RICHARDS INDUSTRIES (FORMERLY TRELOAR)	
RMG REGEL + MESSTECHNIK GMBH	
VANAZ	
NIRMAL INDUSTRIES LIMITED	
COMPAC INDUSTRIES LTD., NZL.	
ITEM CODE / DESCRIPTION	SOLENOID VALVES/ACTUATOR
VENDOR NAME	REMARK
ALCON ALEXANDER CONTROLS LIMITED	
ASCO (INDIA) LIMITED	
JEFFERSONS	
ASCO JOUCOMATIC LTD.	
ASCO JOUCOMATIC SA	
AVCON CONTROLS PVT. LTD.	
BARKSDALE INC.	
BLUE STAR LTD.	
HERION WERKE	
SCHRADER SCOVILL DUNCAN LIMITED	
SEITZ AG	
ROTEX AUTOMATION LIMITED	
OPERATED VALVES ASCO	
PARKER HANIFEN	
HABONIM VASS	
FESTO	
COMPAC NEW ZEALAND	

MICROMECHANICA	
ITEM CODE /DESCRIPTION	SPECIAL CONTROL VALVES
VENDOR NAME	REMARK
FISHER ROSEMOUNT SIGAPORE PTE. LTD.	
FLOWSERVE PTE. LTD. (FORMERLY DURIRON)	
HOPKINSONS LIMITED	
METSO AUTOMATION PTE LTD. (FORMERLY NELES)	
NUOVO PIGNONE SPA (ITALY)	
SPX VALVES & CONTROLS (FORMERLY DEXURIK)	
COMPAC IND. LTD. NZL	
ITEM CODE /DESCRIPTION	TWO WAY / THREE WAY VALVES/ 2-WAY DRAIN VALVES
VENDOR NAME	REMARK
SWAGelok	
PARKER	
COMPAC	
HAMLET	
HYLOCK	
SEALEXCEL	
OSASIS	
STAUFF	
SSP	
ITEM CODE /DESCRIPTION	FLAME DETECTOR/SURGE PROTECTORS
MAKE	REMARK
MEGGITT AVIONICS	
GENERAL MONITORS/ MSA	
SPECTREX	
DETRONICS	
HONEYWELL	
NET SAFETY	
CROW ON	
SIEGER	
ISOLATORS	
BARRIERS	
ESP SAFETY	
PHOENIX	
P&F	
MTL	
ASPRO	
ITEM CODE /DESCRIPTION	GAS DETECTOR (IR TYPE)
MAKE	REMARK

DETRONICS	
SENSITRON	
HONEYWELL	
NET SAFETY	
GENERAL MONITORS/ MSA	
CROWON	
SIEGER	
ESP SAFETY	
DRAGGER	
ITEM CODE /DESCRIPTION	PLC
MAKE	REMARK
SIEMENS	
SCHNEIDER	
ALLAN BRADLEY, ROCKWELL	
EMERSON	
HONEYWELL	
YOKOGAWA	
ABB	
PHOENIX	
ITEM CODE /DESCRIPTION	COMPRESSOR MAIN MOTOR
MAKE	REMARK
CROMPTON GREAVES	
SIEMENS	
WEG	
ABB	
LHP	
KIRLOSKAR	
BHARAT BIJLEE	
ITEM CODE /DESCRIPTION	MAIN MOTOR VFD STARTER
MAKE	REMARK
SIEMENS	
SCHNEIDER	
FUJI	
ABB	
ITEM CODE /DESCRIPTION	SOFT STARTER
MAKE	REMARK
SIEMENS	
SCHNEIDER	
ABB	

FUJI	
ITEM CODE / DESCRIPTION	CO2 CYLINDER VALVE WITH ACTUATOR FOR CO2 FLOODING SYSTEM
MAKE	REMARK
GINGEKERR	
CEODUEX (ROTAREX)	
KIDDE	
FIKE	
ANSUL	
LPG	
VTI	
ROTEX	
KEW	
ITEM CODE / DESCRIPTION	SS TUBING
VENDOR NAME	REMARK
SANDVIK	
FAE	
TUBACEX (SCHOELLER-BLECKMNN)	
PARKER	
RATNAMANI	
ITEM CODE / DESCRIPTION	SS FITTINGS & VALVES
VENDOR NAME	REMARK
SWAGELOK	
PARKER	
ABAC	
VOSS	
SSP	
STAUFF	
DK-LOK	
ITEM CODE / DESCRIPTION	MASS FLOW METERS
VENDOR NAME	REMARK
EMERSON PROCESS MANAGEMENT	CORIOLIS TYPE
ENDRESS & HAUSER CMBH & COMPANY	CORIOLIS TYPE
ITEM CODE / DESCRIPTION	FLP SWITCH
VENDOR NAME	VENDOR NAME
BALIGA	
FCG	
FPE	
FLEXPRO	
ITEM CODE / DESCRIPTION	SWITCHES/FUSES/CONTRACTORS
VENDOR NAME	REMARK

L&T	
GEC	
SIEMENS	
ITEM CODE / DESCRIPTION	CABLES & WIRES
VENDOR NAME	REMARK
INCAB	
CORDS CABLES INDUSTRIES	
ASSOCIATED CABLES	
UNIVERSAL	
ASEAN	
CCI	
FORT GLOSTER	
FINOLEX	
KEI	
POLYCAB	
HAVELLS	
ITEM CODE / DESCRIPTION	PRESSURE TRANSMITTERS
VENDOR NAME	REMARK
DRUCK	
WIKA	
HONEY WELL	
ABB	
ROSMOUNT	
WAREE	
ITEM CODE / DESCRIPTION	RTDs
VENDOR NAME	REMARK
GENERAL INSTRUMENTS PVT LTD	
NAGMAN SENSORS PVT LTD	
PYRO ELECTRIC	
WIKA	
SIEMENS	
BAUMER	
WAREE	
ALTOP	
ITEM CODE / DESCRIPTION	PLUG VALVE
VENDOR NAME	REMARK
AIR & NORDSTROM VALVES INC	
XOMOX	
SANMAR INDIA LTD, NEW DELHI	
SERCK AUDCO VALVES	

SUMITOMO CORPORATION	
FISHER XOMOX SANMAR	
L&T (AUDCO INDIA LTD, CHENNAI)	
PARKER	
STAUFF	
ITEM CODE / DESCRIPTION	ON OFF BALL/NEEDLE VALVE
VENDOR NAME	REMARK
PARKER	
SWAGELOK	
ABAC	
SPIRAX SARCO	
WORCESTER	
WAREE	
BAUMER	
STAUFF	
SSP	
L&T	
SANKEY CONTROLS	
ROTEX	
AUDCO	
ITEM CODE / DESCRIPTION	PRESSURE & TEMPERATURE SWITCH
VENDOR NAME	REMARK
INFOS	
SWITZER	
CCS	
ITEM CODE / DESCRIPTION	REGULATORS
VENDOR NAME	REMARK
COMPAC IND. LTD.	
FISHER ROSEMOUNT SINGAPORE PTE. LTD.	
FLOWSERVE PTE. LTD. (FORMERLY DURIRON)	

Notes:

1. Above vendor list is indicative only and any other vendor(s) apart from as mentioned above may be accepted subject to approval by Owner/Owners representative based on past track record.
2. For the vendors of items not covered in above vendor list, but required for completion of project successfully, supplier shall take approval from Owner/Owners representative for the same during project execution. Bidder shall submit the required certifications, documents, PTR and Performance letters from clients for the same.

ANNEXURE – VII: VENDOR DATA REQUIRED

S. NO	DESCRIPTION	PRINTS WITH BID	CERTIFIED INFORMATION REQUIRED AFTER PURCHASE ORDER	
			FOR REVIEW	FOR RECORDS
A	GENERAL			
1	PROJECT SCHEDULE			
2	DULY FILLED-IN “CHECKLIST FOR COMPLETENESS OF BID”	YES		
3	DULY FILLED-IN “CHECKLIST FOR SCOPE OF SUPPLY”	YES		
4	DEVIATION LIST (IF ANY) TO THE APPLICABLE SPEC., DATASHEETS			
5	UTILITIES REQUIREMENT SUMMARY	YES		YES
6	FLANGE DETAILS OF PIPING CONNECTION WITH CONNECTION AT BATTERY LIMIT		YES	
7	DULY FILLED IN EXPERIENCE RECORD PROFORMA	YES		
8	GUARANTEE PARAMETERS AS SPECIFIED	YES		YES
9	TENTATIVE LOAD DATA FOR FOUNDATION DESIGN			YES
10	LIST OF SUB-VENDORS FOR ALL BOUGHT OUT ITEMS INCLUDING ELECTRICAL & INSTRUMENTATION ITEMS		YES	
11	LEAFLET, CATALOGUES FOR ALL ITEMS		YES	
12	O & M MANUAL		YES	
B	COMPRESSOR			
1	DATASHEETS FOR THE FOLLOWING	YES		YES
A	- COMPRESSOR	YES		YES
B	- HEAT EXCHANGERS			YES
C	- PRESSURE VESSELS			YES
D	- ELECTRIC MOTOR	YES		YES
2	CATALOGUE FOR COMPRESSOR			YES
3	TYPICAL CROSS SECTIONAL DRAWING AND LITERATURE TO FULLY DESCRIBE THE DETAILS OF			YES

S. NO	DESCRIPTION	PRINTS WITH BID	CERTIFIED INFORMATION REQUIRED AFTER PURCHASE ORDER	
			FOR REVIEW	FOR RECORDS
	OFFERING			
A	- COMPRESSOR			YES
B	- SUCTION VALVE			YES
C	- DISCHARGE VALVE			YES
D	- PISTON ROD GLAND PACKING & PISTON RINGS			YES
E	- LUBE OIL PUMP			YES
4	V-BELT & PULLEY WITH SELECTION CHART & CALCULATION			YES
5	COOLER DATA / DRG WITH THERMAL & MECH DESIGN CALCULATION		YES	
6	DESIGN CALCULATION, GA DRGS FOR PULSATION DAMPNER		YES	
7	PIPING & INSTRUMENTATION DIAGRAMS FOR THE FOLLOWING	YES	YES	
A	- PROCESS GAS		YES	
B	- LUBE OIL		YES	
C	- COOLING SYSTEM		YES	
8	TORQUE ANGLE DIAGRAM, PISTON ROD LOAD VS CRANK ANGLE		YES	
9	TORQUE SPEED CHARACTERISTICS		YES	
10	ACOUSTIC / MECHANICAL EVALUATION REPORT		YES	
11	ITEMIZED PRICE LIST OF ESSENTIAL SPARES		YES	
12	ITEM LIST OF SPARES WITH PRICE FOR 5 YEARS		YES	
13	DRG. FOR TESTING ARRANGEMENT & TEST PROCEDURE TO BE ADOPTED		YES	
14	CERTIFICATE FOR FOLLOWING:		YES	
A	HYDRAULIC TESTING		YES	
B	NON DESTRUCTIVE TESTING		YES	
C	MATERIAL COMPOSITION & PHYSICAL PROPERTIES		YES	
D	LEAK PROOFNESS TEST OF FRAME		YES	
E	LUBE PUMP, FRAME OIL PUMP, HYD OIL PUMP		YES	
15	DESIGN / ACTUAL ASSEMBLY CLEARANCE CHART		YES	

S. NO	DESCRIPTION	PRINTS WITH BID	CERTIFIED INFORMATION REQUIRED AFTER PURCHASE ORDER	
			FOR REVIEW	FOR RECORDS
16	TEST RECORDS OF FOLLOWING			
A	MECHANICAL RUNNING S		YES	
B	PERFORMANCE TEST / PACKAGE TEST		YES	
C	NOISE LEVEL TEST YES		YES	
17	LIST OF SPECIAL TOOLS & TACKLES FOR INSTALLATION & MAINTENANCE	YES		YES
C	ELECTRIC MOTOR			
1	MOTOR DATA SHEET	YES	YES	
2	TECHNICAL LITERATURE / CATALOGUE, SELECTION CHARTS, NOMOGRAPHS ETC.	YES	YES	YES
3	GA DRAWING	YES	YES	
4	TERMINAL BOX ARRANGEMENT DRAWING		YES	
5	MOTOR CHARACTERISTIC CURVES		YES	
6	TORQUE SPEED CURVES		YES	
7	CURRENT TIME CURVES		YES	
8	P.F AND EFFICIENCY		YES	
9	TYPE TEST CERTIFICATES		YES	
10	CERTIFICATE FROM THE RELEVANT STATUTORY AUTHORITY (BASED ON THE COUNTRY OF MANUFACTURE) FOR SUITABILITY OF THE OFFERED MOTOR FOR INSTALLATION IN THE SPECIFIED AREA CLASSIFICATION		YES	
11	PRE-COMMISSIONING AND COMMISSIONING PROCEDURE		YES	
D	INSTRUMENTATION			
1	G.A. OF INSTRUMENT PANEL WITH BILL OF MATERIAL & WIRING DIG. FOR LCP		YES	
2	INSTRUMENT DATASHEET		YES	
3	LOGIC DIAGRAM / LADDER DIAGRAM / FUNCTIONAL DIAGRAM		YES	
4	LOOP SCHEMATIC		YES	
5	INTER CONNECTING DIAGRAM		YES	
6	OPERATING / CONTROL WRITE UP		YES	
7	ALARM / SHUT DOWN LIST7		YES	

S. NO	DESCRIPTION	PRINTS WITH BID	CERTIFIED INFORMATION REQUIRED AFTER PURCHASE ORDER	
			FOR REVIEW	FOR RECORDS
8	WIRING DIAGRAM / INTER CONNECTING PIPING		YES	
9	START UP AND SHUT DOWN WRITE UP		YES	
10	START UP AND SHUT DOWN INLET LOCK DIAGRAM		YES	
11	ALARM AND SHUTDOWN LIST WITH SET POINT		YES	
12	LOAD CONTROL PANEL LAYOUT		YES	
13	TERMINATION DIAGRAM, PANEL WIRING DETAIL		YES	
14	LOOP SCHEMATIC		YES	
15	INTER CONNECTING DIAGRAM		YES	
16	CABLE SCHEMATIC		YES	
17	BILL OF MATERIAL		YES	
18	TEST / INSPECTION CERTIFICATE		YES	
19	LIST OF RELIEF VALVES WITH SETTINGS		YES	
20	CERTIFICATE FROM THE RELEVANT STATUTORY AUTHORITY (BASED ON THE COUNTRY OF MANUFACTURE) FOR SUITABILITY OF THE OFFERED INSTRUMENTS FOR INSTALLATION IN THE SPECIFIED AREA CLASSIFICATION		YES	

1. DOCUMENT DISTRIBUTION SCHEDULE

- 1.1. Documents and drawings under column no. 3 shall be submitted with each copy of the bid.
- 1.2. Documents listed under column 4 are to be submitted in 4 copies
- 1.3. Documents listed in column 5 are to be submitted as hard bound indexed book containing the following details in Two (2) copies and to be submitted within 4 weeks of release note/dispatch of materials/ equipment from vendor's works.

2. DETAILS TO BE INCLUDED IN FINAL DOCUMENTS BOOKS

- 2.1. Copy of P.O. and all amendments.
- 2.2. Copy of Purchase Requisition and all amendments.
- 2.3. Manufacturing Data Book containing all test certificates of components, raw materials,

stage manufacturing tests and inspections, final tests & inspection documents including welders' qualification & welding procedure qualification, repairs & reworking carried out in shops. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear noting on the certificates.

- 2.4. Spares details including assembly drawings, part numbers, delivery, prices and ordering information.
- 2.5. All design calculations carried out by the vendor.
- 2.6. Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.
- 2.7. Catalogues/leaflets of sub-vendors/suppliers of various bought out components highlighting the components actually supplied correlated to P.O. Item Numbers.
- 2.8. Operating and maintenance instructions including lubrication schedules with details of suppliers for procurement by OWNER for subsequent needs.
- 2.9. Release Note and Packing List.
- 2.10. Any other documents asked for in the Purchase Requisition.
- 2.11. All final drawings shall also be given to purchaser in digitized form on CD-ROM compatible to AUTOCAD software.
- 2.12. Final documents including operation and maintenance manual should be submitted, one copy per package plus one original.
- 2.13. Operation and maintenance manual shall include assembly and disassembly, specification (torque chart), parts manual, complete list of bill of material, bought out spares and accessories. One original plus individual copies for the no. of compressor packages supplied.

3. SPECIAL INSTRUCTIONS FOR SUBMISSION OF DWGS./DOCUMENTS:

- 3.1. Fold all prints to 216 MM x 279 MM size.
- 3.2. Contractor to forward the drawings and documentation to OWNER (Attention vendor prints control department) clearly specifying purchasers Job no. & Req. No.
- 3.3. The drawing/Document no. with Rev. No. is essential. The number may be upto a maximum of 28 characters in length.
- 3.4. Each Drawing/Document submitted to OWNER must be checked and signed/stamped by contractor before it is submitted to OWNER.
- 3.5. Revision number must change during subsequent submission of vendor document.
- 3.6. Multi-sheet documents other than drawings must be submitted in their entirety in the event of a re-submission even if only a few sheets are revised.
- 3.7. Final submission in bound volumes shall necessarily have a cover page giving project title, Item name, P.O. No. particulars of owner, consultant & vendor and an index giving list of drawings & documents included (with revision no.).

- 3.8. All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking of reviewcodes etc. by OWNER.
- 3.9. The review of the vendor drawings shall be done by OWNER, as applicable, under the following reviewcodes:

Review Code 1	No comments.
Review Code 2	Proceed with manufacture/fabrication as per commented drawings.Revise drawings required
Review Code 3	Document does not conform to basic requirements.

- 3.10. Review of vendor drawings by OWNER would be only to check compatibility with basic designs & concepts & would in no way absolve the contractor/vendor of his responsibility to meet applicable codes, specifications& statutory rules/regulations.
- Vendor shall submit within 10 days after placement of FOI, the complete list of drawings/ documents with submission dates against each. Critical drawings, only, the list of which will be agreed during kick-off meeting shall be reviewed jointly at OWNER's office.

ANNEXURE – VIII: DEVIATION SCHEDULE

Vendor:		
S.No.	Vendor to specify Specification number and clause number against which Deviation is sought	Description of Deviation and give reasons in support of Deviation
 NO DEVIATION NO DEVIATION

ANNEXURE – IX : M.R. COMPLIANCE SCHEDULE

S. No.	Requiremets	Compliance By Vendor (To Be Answered By Vendor)
1.0	Confirm compliance individually to following clauses of Job Specification.	
	Clause no 1.0	
	Clause no 2.0	
	Clause no 3.0	
	Clause no 4.0	
	Clause no 5.0	
	Clause no 6.0	
	Clause no 7.0	
	Clause no 8.0	
	Clause no 9.0	
	Clause no 10.0	
	Clause no 11.0	
	Clause no 12.0	
	Clause no 13.0	
	Clause no 14.0	
2.0	Confirm that you have filled-up the following Schedules/Annexures and enclosed these with the Bid	
	Guarantee Parameters	
	Motor Datasheet	
	List of Motors	
	Specification of Instruments	
	Vendor List	
	Deviation Schedule	
	Experience Record	
	Material Requisition Compliance Schedule	

	SCADA requirements	
3.0	Confirm that you have filled-up the Data Sheet and enclosed with the Bid.	
	Compressor Data Sheet	
	Motor Datasheet	
4.0	Confirm that following Documents have been enclosed with Bid.	
	List of components of CNG Compressor with Make & Specification of components alongwith Technical Catalogues of components.	
	Battery Limit (Interface) drawing/ information.	
	Process flow diagrams (PFDs) and Piping & Instrumentation diagrams (P & Ids) of sub systems and complete system with write-up on operation	
	Utility requirement	
	Detail of control wiring diagram, interlock/shutdown/ control scheme with write up on operation. Sizing calculation for instrument items.	

ANNEXURE –X: EXPERIENCE PROFORMA RECORD

A) EXPERIENCE RECORD PROFORMA OF RECIPROCATING BOOSTER COMPRESSOR PACKAGE				
SR. NO	DESCRIPTION	INFORMATION OFFERED COMPRESSOR		INFORMATION OF EXISTING COMPRESSOR
	REQUIREMENT AS PER TENDER	Min.: 450 SCM		
1	Status of bidder			
	a) Compressor manufacturer			
	b) Electric Motor manufacturer			
	c) Packager			
2	COMPRESSOR			
	Name of compressor manufacturer			
	Place of compressor manufacturer			
	Compressor model			
	Anticipated Life in running hours			
	Compressor max frame BKW			
	Comp Manufacturing code			
	Lubricated or non lubricated			
	Nos of stages			
	Max stage temperature °C (150°C)			
	Compressor max RPM			
	Compressor operating RPM			
	Piston speed m/s			
	Vibrations at comp cylinders <10 mm / sec. Unfiltered peak velocity Vibration comp frame : Unfiltered peak velocity of 5 mm/sec or 200 micron unfiltered peak to peak vibration whichever is less			
	Material for all stages			
	Cylinder (C.S)			
	Piston Rings (PTFE)			
	Rider Rings (PTFE)			
	Piston Rod (Forged steel)			
	Valve (Rings / plates / spring) :(SS/SS/SS)			
3	PERFORMANCE OF COMPRESSOR			
	GUARANTEED POINT:			

A	Average Flow capacity (overfull range of suction pressure from 30 Kg/cm ² g to 200Kg/cm ² g varying on continuous basis)			
A) EXPERIENCE RECORD PROFORMA OF RECIPROCATING BOOSTER COMPRESSOR PACKAGE				
SR. NO	DESCRIPTION	INFORMATION OFFERED COMPRESSOR		INFORMATION OF EXISTING COMPRESSOR
	REQUIREMENT AS PER TENDER	Min.: 450 SCMh		
B	Minimum Flow capacity corresponding to suction pressure of 200 to 30 kg/cm ²			
C	BKW required by compressor including compressor's lube oil pump BKW			
D	Power required for all fans including radiator fan in Kw			
E	Ventilation fans for enclosure No of fans Type of fans (included or forced draft)			
F	Site Capacity of Motor (max of "B+D" above) * 1.1			
	Piston rod and cross head pin loading at any specified operating condition including the relief valve set condition shall not exceed 80% of the maximum design rod load of the offered compressor			
	---- Piston rod : max design			
	--- Piston rod: calculated at safety set pr condition			
	--- Max cross head pin loading: Design `			
	--- Cross head pin loading: calculated at safety set pr condition			
	Guaranteed gas loss through rod deals; sm ³ /h			
	Other information of compressor			
	a) Year of manufacturing of the compressor			
	b) Name and address of user with FAX no, phone no, E-mail address			

	c) Nos of hours the compressor have clocked on bid due date (Enclose certificate from user)			
4	ELECTRIC MOTOR			
	Make			
	Model			
	Rating			
	Speed			
A) EXPERIENCE RECORD PROFORMA OF RECIPROCATING BOOSTER COMPRESSOR PACKAGE				
SR. NO	DESCRIPTION	INFORMATION OFFERED COMPRESSOR		INFORMATION OF EXISTING COMPRESSOR
	REQUIREMENT AS PER TENDER	Min.: 450 SCMh		
5	PACKAGE			
	Name of Packager			
	Place of Packaging			
	Name of Enclosure Manufacturer			
	Palace of enclosure manufacturer			
	Sound level at 1 m distance from package in db (A) 75			
	Skid size (LxBxH)			
	Skid Gross Weight (Comp. + Motor + Aux.) Kg			
	Make and model LEL detector – 1 no. each comp			
	Make and model fire detector – 1 no. each comp			
	2 nos. min CO2 cylinder with online weight monitoring.			
	Volume of enclosure in m3			
	Nos. of explosion proof tube light in each enclosure			
	Coupling Direct / V – belt			
6	Other information of complete package			
	a) Year and place of manufacturing of the package			

	b) Name and address of user with FAXno, phone no, E-mail address			
	c) Nos of hours the complete package have clocked on bid date (enclose certificate from user)			
7	Gas recovery system			
	Gas recovery system with pr relief valve, pr regulator, pr gauge, manual & automatic drainage system			
8	Gas Delivery system			
	High pr piping with SS 316, tubing,compression fittings, NRV			
A) EXPERIENCE RECORD PROFORMA OF RECIPROCATING BOOSTER COMPRESSOR PACKAGE				
SR. NO	DESCRIPTION	INFORMATION OFFERED COMPRESSOR		INFORMATION OF EXISTING COMPRESSOR
	REQUIREMENT AS PER TENDER	Min.: 450		
	KOD			
	Coalescent filter			
	PLC based Priority panel with full boreball valve			
	Final gas outlet connection from priority panel 3/4" SS valves and 1" OD SS compression fittings			
9	ESD system			
10	Volume bottles / dampers at eachcompressor stage of compressor			
	Vessels			
	Drainage system			
11	Manual double isolation valve			
12	Automatic valves			
13	Heat exchanger			
14	Code of construction API 661			
15	Gas sections of coolers shall be as perAPI – 618			
16	Tube material			

17	Piping between stages shall be continuous with flange connection			
18	Other tubing shall be SS 304/ 316 as per TS.			
19	Gas recovery vessel provided			
20	Area classification; “ class 1, group D, division 1 as per NEC “ OR “ Zone 1, group IIA / IIB as per IS/IEC”			
21	The size of the complete package			
25	Instrumentation as indicated in TS			
30	Cabling – Double compression type cable glands and copper lugs			
31	Junction box with metallic enclosure			

ANNEXURE – XI : PARAMETERS FOR SCADA

Parameters required for SCADA

We want to monitor / control all parameters available on the PLC through SCADA system.

Hardware Details: Connector Type, Communication Standard, Communication port Pin details,

Communication Port Configuration: Baud Rate, data bits, stop bit,

parity Polling Constraints: Minimum time period between two consecutive poll cycles.

Protocol Details: Protocol name and message structure for different read / write functions. Function codes for reading digital and Analog inputs

Function code for writing analog values in the IED registers

List of parameters available in the IED which can be accessed from the IED through serial port. Register address of each parameter in the IED.

A Sample of the details is given below for understanding:

PROTOCOL DETAILS:

Sr.No.	Description	Content/Details
1	Protocol	MODBUS RTU
2	Connection Type	FCC –68 RJ45

3	Communication standard	RS485
4	Signals supplied	Tx, Rx, GND
5	Baud Rate(Speed)	300, 600,1200,4800,9600,19200
6	Format	Software configurable
7	Port Configuration	Speed : 19,200 bps Data Bits : 8 Bits Stop Bit : 1 Bit Parity : None
8	Min. Time period between consecutive Query	2 Sec.

➤ Function Code & Message Structure:

Function Code: 3 – Read Output Register Poll

Format:

Address 1 Byte

Function 1 Byte

Start Item 2 Byte

No. Item 2 Byte Response Format:

Address 1 Byte

Function 1 Byte

Length 1 Byte

Date Item 1 4 Byte

Date Item n 4 Byte

➤ Function Code & Message Structure:

Function Code: 2 – Read Input Status Poll

Format:

Address 1 Byte

Function 1 Byte

Start Item 2 Byte

No. Item 2 Byte

Response Format:

Address 1 Byte

Function 1 Byte

Length 1 Byte

Date Item 1 2 Byte

Date Item n 2 Byte

Memory Mapping, Data Type & Parameter Information:

A. Digital Parameters :

Sr. No.	Description	Address
1	Flow computer malfunction Alarm	8247
2	Mass Flow Low alarm	8245
3	Mass Flow High alarm	8246

B) Analog Parameters:

Parameter	Register details		
	Engineering Range and Unit	GC Register	Register Format
Density	Kg/m ³ (500-600)	8655-56	Float
Pressure		8657-58	Float
Temperature		8659-60	Float
Mass Flow Rate		8661-62	Float
Totalized mass flow		8663-64	Float
Yesterday's Total Mass flow		8665-66	Float
Today's Total Mass Flow		8667-68	Float
Corrected volumetric Flow rate		8669-70	Float
Yesterday's Total corrected Volumetric Flow		8671-72	Float
Totalized Mass Flow at 6 AM (Snapshot of cumulative)		8673-74	Float

Annexure – XII

QUALITY ASSURANCE PLAN

Sr.No	Description	Quantum of Check	Reference Document	Acceptance Norms	Format Of Records	Inspection By			Remarks
						Vendor	TPIA	Owner / Owner's Representative	
1.1	Hydrotest of Cylinder, Cylinder Heads, Press. Vessels, Heat Exchangers		Technical Specification	Technical Specification	Test Report	W	W	R	
1.2	Electric Motor Performance Test- at Sub-Vendor's Works as per ISO Std. Refer Note: 1		Technical Specification	Technical Specification	Performance Test Report	R	R	R	
1.3	Material Test Certificates for :Pressure Vessels, Heat Exchanger		Technical Specification	Technical Specification	MTC	R	R	R	
1.4	Canopy Structure Painting Inspection At Works. Surface Preparation to be Inspected after cleaning and before application of First Coat of Primer.		Technical Specification	Technical Specification	Inspection Report	W	W	R	
1.5	Functional / HV / Continuity Test for Control Panel (at Sub Vendor's Works)		Technical Specification	Technical Specification	Test Report	W	W	W	
1.6	Mechanical String Test for 4 Hours of CNG Compressor		Technical Specification	Technical Specification	Test Report	W	W	W	
1.7	Test Certificates For - Safety Switches, Safety Relief Valves, Solenoid Valves		Technical Specification	Technical Specification	Test Certificate	R	R	R	
1.8	Final Mock-Up Assembly of the Package - As Per GAFD, P& I Drawings. Wiring Diagram		Technical Specification	Technical Specification	P&ID, Wiring Diagram	W	R	R	
1.9	Performance Test at site at Guaranteed Parameters.		Technical Specification	Technical Specification	Performance Test Report	W	W	R / W	
1.10	Field Trial Run for 72 Hrs.		Technical Specification	Technical Specification	Field Trial runreport	W	W	R / W	
LEGENDS :	W = WITNESS, R = REVIEW OF DOCUMENTS, Y = DOC. SUBMISSION BY VENDOR / SUB-VENDOR								

NOTE S:	
1	Review of manufacturer's test reports/certificates of all compressor package.
2	Witness of tests by TPIA or owner/owner's representative.
3	Inspection of the components / assembly, shall be conducted as per standard Test Procedures.
4	All reference codes/ Standards, documents, P.O. copies shall be arranged by vendor/ supplier for reference of Owner / Owner's representative / TPIA at the time of inspection.
5	The owner shall submit their own detailed QAP prepared on the basis of above technical specification for approval of Owner/ Owner's representative.
6	Vendor to submit his QAP in line with above at the time of Detailed Engineering
NOTE :	TPIA (THIRD PARTY INSPECTION AGENCY WILL BE APPOINTED BY SUPPLIER AFTER DUE APPROVAL FROM OWNER.

ANNEXURE – XIII

DATA SHEET

DATA SHEET: LOW VOLTAGE SQUIRREL CAGE INDUCTION MOTOR ELECTRICAL DESIGN DATA

1.	Motor tag no.			
2.	Voltage (V)	415V ± 10%	Phase 3	Frequency (Hz.) 50 Hz+3%
3.	Fault level (KA)	NOT APPLICABLE		
4.	Method of starting	Star Delta		
5.	Phase	THREE	Connection – STAR-DELTA	No. of terminal – 6
6.	Design Ambient temp (°c)	50 °C (IN ACCOUSTIC ENCLOSURE)		Temp. rise (°c) 70 °C (Maximum)
7.	Cable size (mm ²)	AS PER SPEC ATTACHED		Type CU. COND. PVC INS.
8.	Enclosure type	IP 55, Ex-d, IIA, IIB, T3		Cooling TEFC
9.	Insulation class	CLASS-F with temperature rise of CLASS B		
10.	Haz. Area classification/ Gas Group	ZONE-1, GROUP-IIA, IIB, Temp Class T3 as per IS/IEC		
11.	Type of explosion protection: Ex (d)	Applicable standards: IS/IEC		
Technical particulars from Driven equipment manufacturer				
12.	Suggested Motor Rating in KW/ Manufacturer	# / #		
13.	Shaft kw/kw at end of curve	# / #		
14.	Speed/ rotation of equipment from Coupling End	# / #		
15.	Starting/ max. Torque required (mkg)	# / #		
16.	WK ² of equipment including/ excluding lywheel (kgm ²)	# / #		
17.	Thrust up/ down (kg)	# / #		
18.	Equipment/ coupling type	# / #		
19.	Starting Condition-On no load/ Under loaded condition	#		
Technical particulars from motor manufacturer				
20.	Manufacturer	*		
21.	KW Rating	*	No. of poles	*
22.	Frame designation	*	Mounting (Horizontal)	*
23.	Full load speed (Max. 1500 rpm)	*	Full load Torque (mkg)	*
24.	Starting torque as % of full load torque	*		
25.	Full load current (A)	*		
26.	Starting current at 100% Voltage (A)	*		
27.	Breakdown or pull out torque %	*		
28.	Rotation viewed from coupling end	*		
29.	Starting time at 75%V	*(sec.)	Starting time at 100%V	*(sec)
30.	Time (Te) for increased safety motors at 100% Voltage (secs.)		NOT APPLICABLE	
31.	Locked rotor with stand time cold/ hot at 75% V(sec)	*	At 100% V(sec)	*
32.	WK ² of motor (kg m ²)	*		
33.	Power factor at 100% load	*	Power Factor at 75% load	*
34.	Efficiency at 100% load	*	Efficiency at 75% load	*
35.	Space heater watts/ volts	NA		
36.	Bearing type/ no. DE	*/*	Bearing type/ no. NDE	*/*
37.	Type of Lubrication	*		
38.	Weight of motor (kg)	*		
39.	Canopy required/ Not required	NOT REQUIRED		

TO BE FILLED BY BIDDER BASED ON THE PACKAGE DESIGN

* TO BE FILLED BY MOTOR MANUFACTURER

Bidder must quote for only one make of motor. Bidder shall submit filled up data sheet for the selected make of motor only. Motor Terminal Box must be suitable for the cable size indicated on data sheet.

POWER CABLE SIZES FOR 415V MOTORS

S.No.	Motor Rating KW	CABLE SIZE mm ²		No. of Cores	CABLE DIAMETER - mm (APPROX)		
		CU	AL		Overall	Under Armour	Over Armous
	Below 3.7 KW	4		3			
	3.7	6		3			
	5.5	10		3			
	7.5	10		3			
	11.0	16		3			
	15.0	16		3			
	18.5	16		3			
	22.0	16		3			
	30.0	25		3			
	37.0	25		3			
	45.0	35		3			
	55.0	50		3			
	75.0	95		3			
	90.0	120		3			
	110.0	2x95		3			
	125.0	2x120		3			
	132.0	2x120		3			

- NOTES: 1. Above table is valid for 2/4/6 pole motors. For low speed motors cable sizes shall be defined at the time of detail engineering.
2. Cables will be 650/1100V, copper conductor, FRLS-XLPE insulated, FRLS-PVC extruded innersheath armoured with overall FRLS-PVC sheath.

HEADS/ CONES SHELL

FLANGES NOZZLE

FLANGESNOZZLE

NECK MAN-WAY

NECK PIPE FITTINGS

GASKETS (EXTERNAL)

GASKET (INTERNAL) SKIRT/

LEG SUPPORT INTERNAL

PARTS EXTERNAL PARTS

INTERNAL BOLTS/ NUTS

CLIP ATTACHMENTS (EXTERNAL)

ANY OTHER GENERAL REQUIREMENT

NOTE: VENDOR SHALL SUBMIT COMPLETED DATA SHEET ALONG WITH OFFER WHEREVER ENGG. DRAWING IS NOT ATTACHED FOR THE VESSEL.

Σ Σ Σ

Section : 5
Schedule of Rates
(Attached Separately)

REFER TENDER NO.- HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01
ON WEBSITE (<http://www.hngpl.in/>) FOR SCHEDULE OF RATES

CUT-OUT SLIP

(To be pasted on the envelope containing Tender Fees, EMD / Bid Security, Power of Attorney & Integrity Pact)

DO NOT OPEN - THIS IS A QUOTATION

Tender : Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 450 SCMH Electric Motor Driven CNG Booster (Hydraulic) Compressor Package For Haridwar GA.

Tender no. : **HNGPL/HARIDWAR/CNGBSTCOMP/23-24/01**

Due Date & Time : ***Upto 1400 Hrs. (IST) on 16.08.2023***

From :

M/s

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To:

**Haridwar Natural Gas Private Limited,
Transit Camp, House No.-129,
New Haridwar Colony, Behind Matrichaya
Medical Centre, Ranipur Mode,
Haridwar (UK) - 249401.
Mobile No. +918791986870
Email: tenders@hngpl.co.in**