



VADODARA GAS LIMITED

(A JOINT VENTURE COMPANY OF GAIL GAS LTD. & VMSS)

CITY GAS DISTRIBUTION PROJECT IN VADODARA, GUJRAT

ANNUAL RATE CONTRACT FOR PROCUREMENT OF CNG CAR AND COMBO (CAR-BUS)
DISPENSER PACKAGE

TENDER DOCUMENT NO REPL/VGL/NGD/010/20
OPEN DOMESTIC COMPETITIVE BIDDING

Prepared By:	Checked By:	Approved By:
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TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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Sr. No.	Section	Particulars
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2.	Section – II	Instructions to Bidders (ITB)
3.	Section – III	General Condition of Contracts (GCC- Goods)
4.	Section – IV	Special Condition of Contracts (SCC-Goods)
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SECTION-I INVITATION FOR BID (IFB)



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Vadodara Gas Limited (VGL) (hereinafter referred as Owner), is supplying Piped Natural Gas (PNG) to Domestic, Commercial and Industrial consumers and Compressed Natural Gas (CNG) to Automobiles in Vadodara city of Gujrat. VGL invites sealed bids under open domestic single stage two envelope system from eligible bidders for the supply, erection, installation and commissioning of Thirty-Four (34) nos. of CNG Car-Auto Dispensers and One (1) no. of CNG Combo (Car-Bus) Dispenser.

This shall be an Annual Rate Contract valid for a period of 01 (One) year, extendable up to further 06 (Six) months. The quantities mentioned in the Schedule of Rates (SOR) are indicative and for inviting unit rates for the items and for evaluation purpose only. However, the procurement will be done based on the actual requirement by placing separate Delivery Orders (DO) each time during the validity of the Rate Contract.

- 1.0 PROJECT** : CITY GAS DISTRIBUTION PROJECT FOR VADODARA, GUJRAT
- 2.0 ITEM & QUANTITY REQUIRED** : MENTIONED IN SCHEDULE OF RATES (SOR)
- 3.0 SCOPE OF WORK** : ARC FOR SUPPLY OF CNG CAR-AUTO AND COMBO DISPENSER PACKAGE
- 4.0 DELIVERY PERIOD** : REQUIRED DELIVERY FROM THE DATE OF ISSUANCE OF EACH DELIVERY ORDER (DO) SHALL BE AS FOLLOW:

Sr. No.	Item Description	Unit	Quantity	Delivery period
1	Design, Engineering, Manufacturing, Inspection, supply of PESO approved CNG CAR- AUTO DISPENSER as per scope of work defined in the Tender document.	No's	8 (1 st Lot)	10 Weeks from date of PO
2	Design, Engineering, Manufacturing, Inspection, supply of PESO approved CNG CAR- AUTO DISPENSER as per scope of work defined in the Tender document.	No's	Min. 5 (Subsequent Lots)	10 Weeks from date of intimation from VGL
3	Design, Engineering, Manufacturing, Inspection, supply of PESO approved CNG COMBO DISPENSER as per scope of work defined in the Tender document.	No	1	10 Weeks from date of intimation from VGL

- Delivery shall be on FOT site basis.
- Delivery location for supply of CNG Car-Auto Dispenser will be as follows: VADODARA (Ware House / Site) : 34 nos.
- Delivery location for supply of CNG Combo Dispenser will be as follows: VADODARA (Ware House / Site) : 1 no.



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- 5.0 BID VALIDITY : 4 MONTHS FROM BID DUE DATE.
- 6.0 BID SECURITY / EMD : Rs. 5,98,845 in form of DD or Bank Guarantee

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

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

- 7.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON-TRANSFERABLE): NOT APPLICABLE

- 8.0 BID ISSUE DATE : 12.01.2021
- 9.0 PRE-BID MEETING : 20.01.2021 (Through VC)
- 10.0 REPLY TO PRE-BID QUERIES : 25.01.2021
- 11.0 BID DUE DATE & TIME : 02.02.2021 at 1500 Hrs. (Online Soft Copy)
: 04.02.2021 at 1400 Hrs. (Hard Copy)
- 12.0 UN PRICED BID OPENING : 02.02.2021 at 1600 Hrs.
- 13.0 PRICED BID OPENING : Will be informed later.
- 14.0 VALIDITY OF OFFER

The offer should remain valid for 4 months from the bid due date / extended due date of tender.

- 15.0 The Bid Document calls for offers on single point "Sole Bidder" basis. Bidders are advised not to submit offers in "Consortium" or "Joint Bid". Joint bid referred herein is an offer, which seek s order to be placed on more than one party / co-bidder.
- 16.0 The prices once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.
- 17.0 Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.
- 18.0 Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.
- 19.0 Bid document is non-transferable. Bids received from bidders in whose name Bid Document has been issued shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above.



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- 20.0** Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 6 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.
- 21.0** Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/ /Telegraphic/ E-Mail bids shall be rejected.
- 22.0** VGL shall not be responsible for cost incurred in preparation and delivery of bids.
- 23.0** This is **ZERO DEVIATION** bid document. The bids shall be evaluated as received without any Reference to the bidder. The Bids not meeting the Technical Specifications mentioned in the Technical Part (Vol. II of II) of this Tender Document will be rejected.
- 24.0** VGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 25.0** **BID EVALUATION CRITERIA:**
- 25.1** **TECHNICAL**
1. The bidder should be an Original Equipment Manufacturer (OEM) or packager of CNG Car/ Bus Dispensers and shall have valid PESO license for the CNG Dispenser model considered for supply under this tender.
 2. The bidder should have manufacturing/ fabrication/ packaging/ servicing facilities with adequate testing/ quality assurance facilities for CNG Car or Bus Dispensers.
 3. Bidder should have designed, engineered, tested, supplied, installed and commissioned minimum Five (05) numbers of Car/ Bus dispensers for CNG application in a Single Order/ Contract during last Seven (07) years reckoned from bid due date.
 4. Out of the above supplied dispensers, at least One (01) dispenser should have completed continuous trouble-free satisfactory operations for not less than one year as on the bid due date.
 5. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this 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/ Chartered Accountant 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 document to meet BEC.



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BEC Cl. No.	Description	Documents Required for Qualification
25.1.1	Certificates	Copy of Company's Registration Certificate or any relevant document valid as on bid due date and copy of valid PESO certificate for the CNG Dispenser Model considered for Supply under this tender.
25.1.2	Manufacturing/ Fabrication/ Packaging/ Servicing facility	Copy of certificate from a reputed inspection agency such as CEIL/ Lloyds/ BV/ DNV/ TUV/ ABS/ Moody/ SGS/ GLI/ Velosi/ FCRI/ DVGW or equivalent stating that the proposed workshop facility has the capability for fabrication, assembly, & testing of the Quoted natural gas dispensers complying the specifications. The said certificate shall be valid as on the bid due date.
25.1.3	Experience	Copy of Purchase Order/ Letter of Award and its inspection certificates/ inspection release note (IRN)/ dispatch clearance/ final work completion certificate and satisfactory performance certificate as issued by the client establishing that the order has been executed. The execution proof(s) should have cross reference of Purchase/ LOA order number.
25.1.4	Satisfactory Performance	The confirmation letter/ certificate from client/ end user (with cross reference of PO) for satisfactory operation of one year.
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 with latest date.		

25.2 FINANCIAL

- Annual Turnover**

The Bidder should have achieved a minimum turnover of Rs. 249.42 Lakhs in any one of the last 3 (three) audited financial years (2017-2018, 2018-2019 & 2019-2020).

- Net Worth**

Net worth must be positive as per last audited financial statement. (FY2019-20)

- Working Capital**

The Bidder should have a minimum working capital of Rs. 49.88 Lakhs as per latest audited financial year (2019-20).

DOCUMENTS REQUIRED

The bidder shall submit "Details of Financial Capability of bidder" in prescribed format as duly signed by a Chartered Accountant.

Further copies of financial statements of last three audited financial years (2017-18, 2018-19 and 2019-20) submitted in bid shall be duly certified and attested by notary public with legible stamp with latest date.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the



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inadequacy of working capital required as above strictly in the prescribed format.

25.3 **EVALUATION AND COMPARISON OF BIDS:**

- Evaluation, Comparison & Award shall be done on Overall Basis at least cost to the Purchaser (Lower – 1 [L-1]) considering Input Tax Credit, if any.
- If the quoted amount of two or more L-1 ranked bidders are same, then order will be awarded to that L-1 bidder whose Turnover as per Last Audited Financials (F.Y. 2019-20) will be higher.

26.0 **PRE-BID MEETING**

The bidder(s) or his official representative are invited to attend a pre-bid meeting which will take place through Video Conferencing (VC) on date specified in the tender document. Kindly send their **Name** and **E-mail Id** of the participants on the mail mentioned below:

naresh@energyworld.biz

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

For Vadodara Gas Limited

Contracts and Procurement Department Email- -----

Enclosure: Bid Document along with all attachments (if any)

Note:

- Bidder has to submit all the documents required in the tender with serial number starting from the Covering Letter itself. An index also to be provided displaying the details of the documents submitted and the respective serial number also. There is no need to put serial number on the Bid document.
- Bidder has to submit seal and sign copy of Tender document printed both sides on paper.
- VGL reserve the right to verify the qualification documents submitted by bidder for fulfil the BEC criteria.
- Job(s) executed for bidder's own concern/company will not be considered for bidder's qualification.



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Annexure -1 to IFB

CUT-OUT SLIPS

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



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CUT-OUT SLIP

(Outer Envelope / UN Priced BID / PRICED BID / EMD / MSME / NSIC / TENDER FEES)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : VGL, VADODARA
PROJECT : CITY GAS DISTRIBUTION PROJECT BID DOCUMENT
DOCUMENT NO. :
ITEM : ARC FOR CNG CAR AND COMBO (CAR- BUS) DISPENSER PACKAGE
DUE DATE & TIME :

To,

Contracts & Procurement Department
Vadodara Gas Limited,
I Floor, Riddhi Tower, Near Manisha
Circle, Old Padra Road, Vadodara,
Gujarat 390015
Telephone:

FROM
NAME:
ADDRESS:

(To be pasted on the Outer and other envelopes containing **Technical** bids along with “BID SECURITY/EMD/MSME/NSIC”)



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SECTION –II

INSTRUCTIONS TO BIDDERS (ITB)



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A. INTRODUCTION

1 SCOPE

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

2 ELIGIBILITY OF BIDDERS.

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

3 ONE BID PER BIDDER

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

4 COST OF BIDDING

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

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

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

6 SITE VISIT

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



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The cost of visiting the site shall be at bidder's own expenses.

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

B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

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

- 7.1.1 Invitation for Bid (IFB)
- 7.1.2 Instruction to Bidder (ITB)
- 7.1.3 Technical (PTS, Standard drawings)
- 7.1.4 Payments
- 7.1.5 Special Conditions of Contract (SCC)(SCC-Goods)
- 7.1.6 General Conditions of Contract-Goods (GCC-Goods)
- 7.1.7 Agreed Terms and Conditions
- 7.1.8 Forms and Formats
- 7.1.9 Schedule of Rates (SOR)

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

8 CLARIFICATION ON BID DOCUMENTS

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

9 AMENDMENT OF BID DOCUMENTS

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



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17 and shall be notified in writing by e-mail / post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by e-mail/ post to the Purchaser. Corrigendum shall also be hosted on website of REPL & VGL.

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

C. PREPARATION FO BID DOCUMENT

10 LANGUAGE OF BID

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

11 DOCUMENTS COMPRISING THE BID

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

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

Envelope - I shall contain the following (duly signed and stamped on each page):

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



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- 11.1.2 Envelope II: Tender fees (Bids received without tender fees / MSME / NSIC shall be rejected) :
All the above two envelopes should be further enclosed in a Master Envelope Super Scribed with the Tender Number, Name of the Bidder the Due date etc.

12 BID PRICES

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

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for 4 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 BID SECURITY

- 14.1 Pursuant to IFB Clause No. 6, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7
- 14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favor of **Vadodara Gas Ltd**, payable at Vadodara or in the form of Bank Guarantee as per format F-4 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with ITB Clause 24 and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30



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days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.

- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause- 34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-35.
- 14.7 The bid security may be forfeited:
- 14.7.1 If a bidder withdraws his bid during the period of bid validity.
- 14.7.2 In the case of a successful bidder, if the bidder fails:
- i) To accept the Purchase Order in accordance with ITB Clause- 34 or
- ii) To furnish Performance Guarantee in accordance with ITB Clause-35
- iii) To accept correction of errors pursuant to ITB Clause-27
- 14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.
- 14.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security and Tender fees. NSIC / MSME certificate submitted shall be duly attested by
CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLESTAMP.

15 FORMAT AND SIGNING OF BID

- 15.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original".
- 15.2 The bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

16 ZERO DEVIATION

- 16.1 Bidder to note that this is a **zero-deviation tender**. VGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, technical specifications etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

D. SUBMISSION OF BIDS

17 SEALING AND MARKING OF BIDS

- 17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:
Envelope - I – Techno-commercial / Un-priced bid



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Envelope - II- Tender Fees / MSME / NSIC

- 172 All the envelopes containing EMD/MSME/NSIC & Bid Documents, and Tender Fees shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.
- 173 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.
- 174 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post /Courier.

18 DEADLINE FOR SUBMISSION OF BID

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

19 LATE BIDS

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

20 MODIFICATION AND WITHDRAWAL OF BIDS

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



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E. BID OPENING AND EVALUATION

21 BID OPENING

- 21.1 The Purchaser will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.
- 21.2 The Bidder's names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 18.
- 21.3 Bids (and modifications sent pursuant to ITB Clause 30) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 21.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

22 CLARIFICATION OF BID

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

23 CONTACTING THE PURCHASER

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

24 PRELIMINARY EXAMINATION OF BIDS

24.1 Techno-Commercial Bid Evaluation

- 24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.
- 24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.



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

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

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

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

25 REJECTION CRITERIA

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

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

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

25.2.2 Submission of Contract Performance Bank Guarantee as per tender.

25.2.3 Period of validity of bid.

25.2.4 Firm & fixed Prices throughout execution of work

25.2.5 Offer for complete scope of work

25.2.6 Warranty and guarantee for work executed/ defect liability

25.2.7 Resolution of Dispute/ Arbitration clause.

25.2.8 Payment terms.

25.2.9 Validity of Contract.

25.2.10 Prices as per Schedule of Rates.

25.2.11 Price reduction schedule provisions.

25.2.12 Penalty provisions

25.2.13 Any other conditions by the bidder, contradicting VGL's terms and conditions.

26 OPENING OF PRICE BID

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

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



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27 ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
- 27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - 27.1.2 If there is a discrepancy between words and figures, the amount in words will prevail;
- 27.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS: Refer section 25.3 of IFB.

29 POST-QUALIFICATION

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 29.2 The determination will take into account the Bidder's financial, technical, and production Capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.



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F. AWARD

30 AWARD CRITERIA

- 30.1 Subject to ITB Clause 21 to 29 of section E, the Purchaser will place the order on the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily. The Award of work shall be done in accordance with Clause No. 25 of IFB of this Document. The tender award is splittable and divisible as per the sole discretion of VGL/REPL.

31 PURCHASER'S RIGHT TO VARY QUANTITIES

- 31.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates, without any change in unit price or other terms and conditions.
- 31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm, no price adjustment shall be allowed after bid submission.

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

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

33 NOTIFICATION OF AWARD / FAX OF INTENT

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

34 ACCEPTANCE OF PURCHASE ORDER

- 34.1 Purchaser will issue the Purchase Order to the successful bidder on receipt of acceptance of FOI, within 10 days of award of work bidder shall sign all pages and return the acceptance copy of the Purchase Order to the Purchaser.

35 CONTRACT PERFORMANCE BANK GUARANTEE

- 35.1 Within Fifteen (15) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract, including the defect liability period.



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

36 PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

36.1 Definitions:

36.1.1 “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.

“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.

36.1.2 “Fraudulent Practice” means and include any act or omission committed by agency or with his connivance or by his agency 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.

36.1.3 “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 benefit of free and open competition.

36.1.4 “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.

36.1.5 “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”

36.1.6 “Appellate Authority” shall mean Chairman, VGL for works approved by Managing Director and Director Commercial, jointly or severally, Vadodara Gas Limited, Vadodara.

36.1.7 “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 and shall be the “Director” concerned.

36.1.8 “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.

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

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

36.2.1 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 VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

36.2.2 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 VGL for a period specified in para 36.2.2.1 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 cum Performance Bank Guarantee (CPBG) 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 VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

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

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



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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 VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

36.2.2.1 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

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

36.3 Effect of banning on other ongoing contracts/ tenders

- 36.3.1** If an agency is put on Banning, such agency should not be considered in ongoing tender/ future tenders.
- 36.3.2** 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 incidentals to original scope mentioned in the contract.
- 36.3.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- 36.3.3.1** After issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- 36.3.3.2** 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.
- 36.3.3.3** 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/ misappropriation of facts committed in the same tender/ other where errant agency emerges as the lowest(L1), then such tender shall also be cancelled and re-invited.

36.4 Procedure for Suspension of Bidder

36.4.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by Corporate 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.



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- (iii) Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

36.4.2 Suspension Procedure

36.4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

36.4.2.2 During the period of suspension, no new business dealing may be held with the agency.

36.4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

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

36.4.2.5 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 VGL.

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

36.4.3 Effect of Suspension of business

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

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

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

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

36.4.3.2.2 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.

36.4.3.2.3 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.

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



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36.4.3.4 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 not their allied agency/ (ies) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

36.5 Appeal against the Decision of the Competent Authority

- 36.5.1** 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.
- 36.5.2** Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- 36.5.3** Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- 36.5.4** Wherever there is contradiction with respect to terms of 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.

37 INCOME TAX LIABILITY

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

38 EMPLOYEE PROVIDENT FUND (EPF)

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

39 GENERAL

- 39.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not affect or deprive the Purchaser to exercise the same at any later date.
- 39.2 The work will be supervised by Purchaser’s Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.
- 39.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.
- 39.4 The delivery period shall be reckoned from the date of FOI/PO.
- 39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor’s own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the



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sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

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

40.1 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 VGL 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.

40.2 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 VGL.

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.

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

40.3.1 FOR PROJECTS

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



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- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure— A) 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.

40.3.2 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.

40.3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.



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- ii) After execution of orders a Performance Rating Data Sheet shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) 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

- 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.

- (iv) 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 of 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 Vendors/Contractors/Consultants to improve their performance.

40.4 EXCLUSIONS

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/ Contracts below the value of Rs.7 Lakhs.
- ii) One-time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer—in—Charge /OICs will continue to monitor such cases so as to minimize



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the impact on Projects/O&M plants due to non-performance of Vendors/Suppliers/Contractors/ Consultants in all such cases.

40.5 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

40.5.1 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.

40.6 EFFECT OF HOLIDAY

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

40.6.2 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 incidentals 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.

40.6.3 Effect on other ongoing tendering:

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

40.6.3.2 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.

40.6.3.3 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.

40.7 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.

40.8 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 VGL 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.

40.9 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 receipt of Holiday order.



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- (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 Chairman, VGL for works approved by Managing Director and Director Commercial, jointly or severally, Vadodara Gas Limited, Vadodara.

40.10 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, VGL 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.

- 40.11 In case GST department brings to the notice of VGL that a Party has not paid to the credit of the Government the GST collected from VGL, then party will be put on holiday for a period of six months after following the due procedure.



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Annexure – A

Vadodara Gas Limited 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	VERYGOOD

Signature of Authorized Signatory:

Name:

Designation:



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Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1. DELIVERY / COMPLETION PERFORMANCE 40 Marks

<u>Delivery Period/ Completion Schedule</u>	<u>Delay in Weeks</u>	<u>Marks</u>
---	-----------------------	--------------

a) Up to 3 months	Before CDD	40
	Delay up to 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 up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 16 weeks	20
	“ 20 weeks	15
	“ 24 weeks	10
	More than 24 weeks	0

1.2. QUALITY PERFORMANCE 40 Marks

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

i. Rejection /Defects	Marks to be allocated on Prorate basis for acceptable Quantity as compared to total Quantity for normal cases	10 Marks
ii. When quality failure endangers 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.



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1.3. 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 SUPPLES	
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

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G. INSTRUCTION REGARDING SUBMISSION BID ON n-PROCURE

Any bidder, who meets the Bid Evaluation Criteria (BEC)/ Bidder’s Eligibility Criteria (BEC) and wishes to quote against this tender, will obtain this bidding document only on n-Procure (www.nprocure.com) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

Bids complete in all respect should be uploaded on n-Procure and hard/ physical copy of the same shall reach at the address specified in Bid Data Sheet on or before the due date & time respectively. Bids received after the due date and time is liable to be rejected.

Only Tender submitted by bidder on n-Procure (www.nprocure.com) will be accepted and their hard copy will be taken into consideration.

Original EMD, copy of which has been uploaded, is to be forwarded along with other documents and must be received before the deadline as mentioned in the ITB, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder

All document related to techno-commercial bid must be uploaded on n-Procure in the preliminary stage and also submitted in Hard Copy for cross referencing.

Hard Copy (except Price bid) of the bids including Entire Bid Document with sign and seal of the bidder, BEC Supporting Documents, certificates, necessary documents as uploaded on n-Procure must be submitted within the time frame allotted. **Price Bid as submitted on n-Procure shall only be considered.**

Any addendum/ corrigendum/ clarifications/ replies thus issued shall be part of the Bidding Documents and will be hosted on n-Procure website [www.nprocure.com] and VGL website [www.vgl.co.in] only

BID ISSUE DATE	12//01/2021
DATE & TIME OF PRE-BID MEETING (THROUGH VC)	20/01/2021
DUE DATE & TIME OF BID SUBMISSION (ONLINE SOFT COPY)	02/02/2021 UPTO 1500 Hrs.
DUE DATE & TIME OF BID SUBMISSION (HARD COPY)	04/02/2021 UPTO 1400 Hrs.
DATE AND TIME OF UN-PRICED BID OPENING i.e. PRELIMINARY STAGE (on n-Procure)	02/02/2021 AT 1600 Hrs.
DATE AND TIME OF PRICED BID OPENING i.e. COMMERCIAL STAGE (on n-Procure)	WILL BE ANNOUNCED LATER

PHYSICAL/ HARD COPY OF THE TECHNO-COMMERCIAL BID SHOULD REACH THE FOLLOWING ADDRESS:

**RESONANCE ENERGY PRIVATE LIMITED,
“KANOLI” C-75, SECTOR-10,
NOIDA-201301, UTTAR PRADESH**

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INSTRUCTION TO BIDDERS FOR UPLOADING AND SUBMISSION OF TECHNO – COMMERCIAL BID DOCUMENTS ON N-PROCURE AND IN PHYSICAL FORM RESPECTIVELY

The said tender has been uploaded on (n) Procure (www.nprocure.com) for the above-mentioned procurement.

All the bidders are hereby instructed to upload & submit their techno-commercial bid as per the following to avoid any TQ/CQ and notwithstanding to which the bid is liable to rejection:

1) Documents to be uploaded on n-Procure:

- i) Entire Bid Documents including GPC and Replies to bidder’s queries & Corrigendum (if any) with digital signature.
- ii) Scanned copy of all required forms & formats duly filled, signed & stamped by authorized signatory.
- iii) Scanned copy of POA and EMD (in any form like BG/ DD/ Banker’s Cheque).
- iv) Scanned copy of all Technical and Financial BEC Documents (like WO/LOA/PO along with its work completion certificate and supporting documents, balance sheets with P & L statements, etc.) along with all necessary attestations/ certifications (like Notary Public, Chartered Engineer, Chartered Accountant) as stipulated in BEC and duly self attested by authorized signatory.
- v) Scanned copy of all necessary Technical and Commercial Documents/ Certificates/ Registrations like MSME/ NSIC, PAN, GST, PF, ESIC, ISO, companies’ registration certificate, technical certifications, technical drawings, data sheets etc. and all others which shall be required along with techno-commercial bid with all necessary attestations/ certifications (like Notary Public, Chartered Engineer, Chartered Accountant) as specified in bid document and duly self attested by authorized signatory.

2) Documents to be submitted in physical form/ hard copy:

All the documents as stated under “Point 1” as above are to be submitted in physical form/ hard copy with physical sign and stamp of authorized signatory on all documents and with original certifications/ attestations wherever required.

NOTE:

- 1) All the documents including copy of EMD are to be uploaded in preliminary stage on n-Procure whose maximum allowable file size is 03 MB. However, there is no restriction on number of files uploaded
- 2) All bids should be uploaded on n-procure and submitted (hard copy) at the designated office before the respective deadlines failing to which bid shall be summarily rejected.
- 3) Price bid is only to be uploaded/ filled on n-Procure in the BOQ provided. No physical/ hard copy of the same is to be submitted.



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**SECTION –III
GENERAL CONDITIONS OF
CONTRACTS (GCC-GOODS)**



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1. DEFINITIONS

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

- 1.0 BIDDER: Designates the individual or legal entity, which has made a proposal, a tender, or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at The term consultant includes successors, assigns of M/s.
- 1.2 CONTRACT shall mean Purchase Order/ Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/ GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.



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

1.13 PURCHASER shall mean VADODARA GAS LIMITED (VGL) having its Corporate Office at I Floor, Riddhi Tower, Near Manisha Circle, Old Padra Road, Vadodara – 390015 and registered office at Shri Muni Commi Gas Office, Gas Office Building, Dandia Bazar, Vadodara - 390001. The term PURCHASER includes successors, assigns of VGL.

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

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

Quantities – Bills of quantities Bills of quantities

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

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

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

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

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

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

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

1.21 START-UP shall mean the time period required to bring the equipment's covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipment's covered under the Contract to



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obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. SELLER TO INFORM

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

3. APPLICATION

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

4. COUNTRY OF ORIGIN

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

5. SCOPE OF CONTRACT

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/ CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER’s responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents are 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.



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- 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 equipment's 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 along with 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 dispatch 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



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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 ION 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.



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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

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.

11.1 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.

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

11.3 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.



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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.
- 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.
- 13.4 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.
- 13.5 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.
- 13.6 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).
- 13.7 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.
- 13.8 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.
- 13.9 ALL TESTS and trials in general, including those to be carried out for materials not



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manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

- 13.10 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

14.1 Time Schedule Network/ Bar Chart

- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/ bar chart shall be updated at least every second month.



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14.2 Progress Trend Chart/ Monthly Report

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

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

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

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

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

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

15. DELIVERY & DOCUMENTS

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

15.2 Delivery shall be deemed to have been made:

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



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

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by VGL.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

- 16.3 PURCHASER's Insurance Agent: [The name and address-as mentioned under SCC]

17. TRANSPORTATION



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

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

18. INCIDENTAL SERVICES

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

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

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

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

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

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

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

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

19. SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

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

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



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

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

19.8 Lubricants

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

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

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. GUARANTEE

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



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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 authorized 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.

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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



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performance of the new equipment without any extra cost to PURCHASER.

20.2.2 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 along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/ Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the



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currency quoted.

- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built - in - import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
- viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22. PRICES

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

23. SUBLETTING & ASSIGNMENT

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

24. TIME AS ESSENCE OF CONTRACT

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

25. DELAYS IN THE SELLER'S PERFORMANCE

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

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



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

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

26. PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

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

26.1.1 Deductions shall apply as per following formula:

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

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/ damage which the PURCHASER would have suffered on account of delay/ breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/ or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27. REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

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

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



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

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

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

28. TERMINATION OF CONTRACT

28.1 Termination for Default

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

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

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

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e., neither any enquiry will be issued to the party by Vadodara Gas Limited. Against any type of tender nor their offer will be considered by VGL against any ongoing tender (s) where contract between VGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by Vadodara Gas Limited to such VENDOR.



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28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

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

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

29. FORCE MAJEURE

29.1 Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER/ CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/



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CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/ CONSULTANT nor SELLER shall be liable to

pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

30. RESOLUTION OF DISPUTES/ ARBITRATION

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

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

30.3 Legal Construction

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

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer- in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (VGL Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole

Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.



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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.

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 Gujarat (India).

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

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

31. GOVERNING LANGUAGE

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

32. NOTICES

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

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

33. TAXES & DUTIES

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

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, **GOODS & SERVICES TAX** on finished products shall be reimbursed by PURCHASER.

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



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

34. BOOKS & RECORDS

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

35. PERMITS & CERTIFICATES

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

36. GENERAL

36.1 Prevailing conditions / clauses

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.

Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provisions(s) of the "SCC" shall be deemed to override the provisions(s) of "GCC", and shall to the extent of such repugnancy or variation prevail.

Wherever there is contradiction with respect to terms of 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.

36.2 Losses due to non-compliance of Instructions

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

36.3 Recovery of sums due



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

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

36.5 Cut-off Dates

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

36.6 Paragraph heading

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

36.7 Confidentiality

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

37. IMPORT LICENSE

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

38. FALL CLAUSE

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

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



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sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

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

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

“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the VGL 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 Dept. of Central Govt. or any Dept. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the VGL 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

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

41. LIMITATION OF LIABILITY

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



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**SECTION –IV
SPECIAL CONDITIONS OF
CONTRACTS (SCC-GOODS)**



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1.0 DEFINITIONS

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

1.1.1 Definitions

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

1.2. Interpretations

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

1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the contexts require.

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

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

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

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

2.0 SELLER’S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 MANUFACTURING & SUPPLY OF CNG DISPENSER

Refer clause 4.0 of IFB & Technical Specification.

2.0.1 Seller’s scope shall include:

(a) Design / Manufacturing / Testing etc. of CNG Dispenser as per Material Requisition /



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- Technical Specifications.
- (b) Preparation of quality assurance / quality control program.
 - (c) Obtaining Purchaser's approval.
 - (d) Arranging inspection and testing certification.
 - (e) Inspection by Purchaser/ agency designated by purchaser and obtaining inspection release note.
 - (f) Obtaining dispatch clearance.
 - (g) Packing, and
 - (h) Loading on truck / trailer, transportation to designated storage yard for Indian bidder and unloading of material at site / store as designated by the owner.

3.0 PACKING, MARKING AND SHIPMENT

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

4.0 DELIVERY SCHEDULE

- 4.1 All goods under the scope of the Bidder shall be as per following schedule:
- 4.1.1 The delivery schedule shall be as per Clause No. 4 of Section – I IFB.
 - 4.1.2 Delivery of goods shall be based on FOT Project Site basis. The date of receipt and acceptance of materials at VGL Storages House shall be considered as the date of delivery
 - 4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and / or other remedies available to the Purchaser in Bidding Documents.
 - 4.1.4 Price Reduction Schedule (PRS) shall be applicable as per clause 26 of GCC-GOODS.
 - 4.1.5 Delivery period as detailed in Clause 4.1.1 of SCC-Goods shall be the essence of Agreement and no variation shall be permitted.
 - 4.1.6 The delivery period shall be reckoned from the date of issuance of separate Delivery Order.

5.0 DISPATCH INSTRUCTION

- Seller shall obtain dispatch clearance from the purchaser prior to each dispatch.
- Copy of Inspection Release Note, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.



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6.0 INDEPENDENT SELLER

6.1 It is expressly understood and agreed that seller is an independent party and that neither the seller / its personnel are servants, agents or employees of Purchaser nor the seller has any kind of interest in other sellers.

7.0 LIEN

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

8.0 RECOVERY OF CUSTOMS DUTY

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

9.0 REJECTION

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

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

10.0 LIMITATION OF LIABILITY

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

11.0 INSURANCE

AS PER CLAUSE -16 OF GCC – GOODS

11.1 The responsibility to maintain adequate insurance coverage at all time during the period of contract till completion of installation, testing and commission including PG Tests shall be that of Supplier in line with the tender documents.

11.2 The Transit Insurance shall be arranged by the supplier failing to which, the supplier shall be fully responsible for transit damage, if any.



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12.0 GOVERNING LAW

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

13.0 EMPLOYER'S RIGHTS AND REMEDIES

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

14.0 GUARANTEE

14.1 (AS PER CLAUSE 20 OF GCC-GOODS)

15.0 PRICE REDUCTION SCHEDULE (PRS)

15.1 In supply contract, the portion of supply completed in all respects which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract the price reduction schedule @0.5% per week or part thereof of the delayed delivery value maximum up to 5% of total Delivery Order value (Excluding Taxes and Duties). The total value of DO considered for applying PRS shall be excluding of all Taxes and Duties.

16.0 TERMS AND MODE OF PAYMENT

16.1 The terms and mode of payment shall be as per Section-IV.

17.0 REPEAT ORDER

Repeat Order shall be as Per Clause 40.0 of GCC – Goods

18.0 ORIGIN OF GOODS

In partial modification to GCC – GOODS a certificate issued by relevant chamber of commerce to this effect shall form part of shipping documents.

19.0 FALL CLAUSE

Fall Clause under Clause 38 of GCC - Goods stands deleted.

20.0 QUALITY ASSURANCE / QUALITY CONTROL

20.1 The bidder shall prepare a detailed quality assurance plan for the execution of contract for various



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facilities, which will be mutually discussed and agreed to.

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

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

21.0 THIRD PARTY INSPECTION:

List of Third-Party Inspection Agency has to be submitted by the bidder to the Purchaser / consultant for approval. ONLY APPROVED THIRD PARTY INSPECTION AGENCIES SHALL BE ENGAGED BY THE BIDDER FOR INSPECTION OF CNG CAR DISPENSERS & ITS COMPONENTS BEFORE SHIPMENT TO VGL.

22.0 CONTRACT PERFORMANCE BANK GUARANTEE:

22.1 Within 15 days after the Bidder's receipt of notification of award of the CONTRACT, the Bidder shall furnish Security Deposit in the form of Bank Guarantee to the PURCHASER, for an amount equivalent to 10% of the total Purchase Order value (Excluding taxes & duties). Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry of Defect Liability Period/ Warranty-Guarantee Period (which shall also include the delivery period & contract period).

The same can also be submitted as per the following:

- a) 02% of ARC/ Purchase Order Value (Excl. taxes & duties) within 15 days from the date of notification of order.
- b) 08% of individual release order value (Excl. taxes & duties) within 15 days from the date of intimation.

The validity of bank guarantee shall be 03 months beyond Defect Liability Period/ Warranty-Guarantee Period (which shall also include the delivery period).

23.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) ENGINEER IN CHARGE (as designated at the time of issue of Purchase Order)
Vadodara Gas Limited
I Floor, Riddhi Tower,
Near Manisha Circle, Old
Padra Road, Vadodara,



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- b) Gujarat 390015
Manager - (C&P)
Vadodara Gas Limited

I Floor, Riddhi Tower,
Near Manisha Circle, Old
Padra Road, Vadodara,
Gujarat 390015

24.0 TERMS OF PAYMENT

Supply Portion

- 1.1 85% (GST Compliant Invoice value with taxes and duties) of the total supply order price (per dispenser package) will be paid against receipt of ordered item(s) by owner at site within 30 days of receipt and acceptance of bills at site against relevant documents as mentioned in order:
- i) Inspection release note by Purchaser or by his approved TPI Agency.
 - ii) LR / GR in original.
 - iii) Packing List.
 - iv) Proof of customs clearance including payment of custom duty for imports permitted in the contract.
 - v) Proof of receipt at store.
 - vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.
 - vii) Dispatch instructions / clearance by purchaser.
 - viii) Performance Bank Guarantee(s) of 10% of Order Value. If already submitted, a copy of the same.
 - ix) Documents / drawings as specified in Vendor Data Requirement in Material
- 1.2 10% of the total supply order price (per dispenser package) will be paid within 30 days of successful completion of erection, testing, commissioning and field performance test and acceptance thereof by owner and submission of all technical documents as per tender requirement. In case erection and commissioning is delayed beyond 3 months from receipt of package at site, 5% payment towards supply will be released to the vendor after 3 months of receipt at site & balance 5% shall be released after, successful completion of installation, testing, commissioning and field performance / acceptance thereof by owner and submission of all technical documents as per tender requirement.
- 1.3 5% on submission of final document and as built drawings and completion in all respects.

25.0 INSTALLATION AND COMMISSIONING

100% within 30 days on successful testing, commissioning and handing over to owner.

- a) Mode of payment



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1. Payment will be made by way of normal banking channels.
2. Deduction at source

Purchaser will release the payment after off-setting all dues to the Purchaser payable by the seller under the contract. Deduction will be affected at source as per the law in force.

26.0 PAYING AUTHORITY: "CFO"

Vadodara Gas Limited
I Floor, Riddhi Tower, Near
Manisha Circle, Old Padra
Road, Vadodara, Gujarat
390015

27.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

27.1 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 20% 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 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non- availability of MSEs owned by SC/ST entrepreneurs.

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-splitable 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.

27.2 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.

27.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium



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Enterprises Development Act, 2006, the bidder shall submit the following:

- 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 or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST 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 (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law 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.

- 27.4 If against an order placed by GAIL Gas, 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.

- 27.5 **The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.**

- 27.6 Government of India vide Gazette notification no. CG-DL-E-01062020-219680 dated 01.06.2020 notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01.07.2020 which is mentioned below:

- i. A Micro Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Cr. and Turnover does not exceed Rs. 5 Crs.;
- ii. A Small Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crs. and Turnover does not exceed Rs. 50 Crs.;
- iii. A Medium Enterprise, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crs. and Turnover does not exceed Rs. 250 Crs.;

- 27.7 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020, Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified the form and procedure for filing the memorandum (hereafter in this notification be known as Udyam Registration) with effect from 01.07.2020.

In the foresaid notification, it is mentioned that the exiting MSEs are to be obtained Udyam Registration No. w.e.f. 01.07.2020 and the existing certificates of MSEs are continued to be valid



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till 31.03.2021.

27.8 In view of above, it is clarified that following documents are to be submitted by MSEs:

(i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing 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

(ii) An enterprise registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.



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ANNEXURE-A to SCC- GOODS

TERMS & CONDITIONS FOR SITE WORK (Dispensers - VGL)

1. All labor (skilled and un-skilled) tools, tackles and consumables shall be arranged by the vendor / seller at his own cost for all site works.
2. Vendor shall arrange and pay for the transport, accommodation, medical and other facilities for their employees / staff at their own cost.
3. Vendor shall abide by all labor laws, safety codes and statutory regulations and keep owner indemnified in respect thereof.
4. Vendor shall arrange and pay for all insurances as may be required under the law for their employees and material till commissioning and handing over.
5. Vendor shall / may be working at owner's site along with agencies who will be engaged in some other activities, for which, the third-party risk shall also be covered.
6. Vendor shall keep the site as clean as possible during erection / testing and remove all temporary structure etc., if any, immediately after erection / testing is completed.
7. Electricity & Gas will be made available at site by the owner for testing / commissioning.
8. Unloading at site will in vendor's scope.
9. Vendor shall adhere to the HSE policy, given below.

Health, Safety and Environment Policy Our Commitment to Safety and Occupational Health

Our Belief

To safeguard one another and those working with us by providing a safe, clean and healthy workplace and ensuring the safety of the public.

Our Vision

- To be a responsive and responsible corporate citizen, we shall strive to achieve an organizational culture of Health, Safety and Environmental excellence as an integral part of Company business development.
- To maintain a high standard of performance, the Company commits as a matter of policy
- To place the occupational Health and Safety of employees including environmental concerns ahead of Company's commercial interests.
- To follow all applicable codes, standards and safety practices in design, operation, maintenance and modifications and strive to improve.



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- To identify and assess potential for major hazards and institute appropriate control measures. • To create a culture where we constructively challenge unsafe behaviours.
- To adopt a risk-assessment based approach to the design, construction and operation of facilities across their full life cycle.
- To ensure that each employee observes strict compliance of safety order/ rules issued by the Company and is trained in his/ her respective area of work to ensure their competence to work safely and tackle any emergency in a safe manner.
- To ensure that the engineer-in-charge for contracts ensures compliance of safety order/ rules and statutory requirements by contractor, transporters, visitors and other agencies related to contracts.
- To ensure the safety of customers, and public at large by conducting our business in a responsible manner and going beyond compliance with local regulation to meet internationally accepted good practice in health, safety and environmental protection.
- To continuously create awareness about safe use of Natural Gas amongst general public.
- To ensure compliance with policy through a process of education, review and audit.
- To maintain a high standard of performance, the Company commits as a matter of policy



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SECTION –V

**TECHNICAL SPECIFICATION OF
DISPENSER (WITH DATA SHEETS)**



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Detailed Technical Specification & Scope of work for Auto-Car, Combo (Car-Bus) Dispenser

1.0 SCOPE OF WORK

- 1.1 The intent of this technical specifications is to outline the Purchaser's requirement under which the Bidder shall Design, Engineering, Manufacture, Erection & Commissioning , Inspection & Testing at Works, Painting, Packaging & forwarding, Insurance, supply to Sites/Stores, Installation testing, trial run, installation & Commissioning and Performance Testing at Sites complete with all auxiliaries & features required for efficient & safe Operation during 1 year warrantee period, In accordance with this specification, data sheets & other enclosures of this Technical specifications of the tender.

THE DESCRIPTION OF TOTAL SUPPLY OF DISPENSERS UNIT IS AS UNDER: -

Sr. No.	Type	Flow Rate
1	Auto- Car Dispenser (Dual Arm)	>15 kg/min
2	Car- Bus Dispenser (Dual Arm)	>15 kg/min (Car)
		>75 kg/min (Bus)

- 1.2 The dispensers shall be complete including all required auxiliary equipment for efficient & safe operation. Bidder shall be responsible for furnishing all electrical, instrumentation, interconnecting Piping, tubing & Safety Items as required to make the Dispensers complete and functional. Tubing and valves (supply and erection) from Air Compressor to Dispenser is also in the Bidder's scope.
- 1.3 It is not the intent of Purchaser to specify every piece of equipment/item but nevertheless any item not specifically mentioned but required as per Good Engineering Practice and for the safe & trouble-free operation of the dispensers shall deemed to have been specified & shall be in the scope of Bidder without any implication in the price or schedule.
- 1.4 Obtaining statutory approvals from the country of origin as well as from India is in the Bidders scope. ***The offered Dispenser model must be approved by the Chief Controller of Explosive (CCOE) Nagpur which shall be submitted along with bid documents. Bidder must have W&M manufacturing license and modal approval which shall be submitted along with bid documents.***
- 1.5 ***The model of mass flow meter installed in the dispenser must be approved by the Chief Controller of Explosive (CCOE) Nagpur and Indian Weights & Measurement Department. Approval certificates shall be submitted along with bid documents***

2.0 SCOPE OF SUPPLY FOR DISPENSERS

Supply of double arm type dispensers having flow capacity of 75 kg/min (Bus Nozzle) and 15 kg/min (Car and Auto) respectively at 250 bar inlets under discharge to atmospheric condition. For combo dispenser, 1/2" hose for bus filling on one side and 3/8" hose on other side for car filling shall be considered. Each dispenser shall have following as a minimum: -

For Car End- One CNG flexible electrically conductive twin (fill & vent) hose, fitted with NGV-I (with all accessories) fill nozzle for filling of vehicles. However, hose shall be suitable to be attached with NGV nozzle.



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Bidder shall include the supply of 3-way valve with hose for Filling & venting of gas. Bidder shall also include supply of Breakaway Coupling, suitable for NGV Industry, in the hose. Hose shall be 3/8" ID 5000 psig, at least 4 m long. Bidder shall ensure the function of breakaway coupling during performance test at own factory and submit test certificate to the consultant (REPL) and purchaser (VGL). The car filling side (Car Dispenser) shall be equipped with preset filling facility.

For Bus End- One CNG flexible electrically conductive twin (fill & vent) hose, with one Sherex CT-5000 (with directed vent) transit fill nozzle including the supply of three internal valves for Filling and Venting of Gas. Bidder shall also include supply of Breakaway Coupling, suitable for NGV Industry, in the hose. Hose shall be 1/2" ID 6000 psig, at least 5 m long. The end connection of main and vent hose shall be SAE (JIC) 37 deg female swivels 1 1/16"-12 UNF or the main and vent hose shall be SAE (JIC) 37 deg female swivel 7/ 8"- 14 UNF & 9/ 16" - 18 UNF respectively. Bidder shall ensure the function of breakaway coupling during performance test at own factory and submit test certificate to the consultant (REPL) and purchaser (VGL). The bus filling side (for Combo Dispenser) shall be equipped with preset filling facility.

All necessary software & hardware shall be provided for calibration of transmitter from control room. Bidder to provide Manuals & troubleshooting guides of OS & software and hard copy of application program. The change in setting shall be done either through laptop, computer & through hand held configurator through the port provided for this purpose with security lock. (PC/Laptop – Not in Bidder's Scope).

- 2.1 Two numbers of Coriolis true mass flow metering system with data recording system.
- 2.2 Any other items required for safe and accurate operation of Dispenser shall be included by the supplier even if the
- 2.3 Supply of complete O&M manual (along with instruments datasheet & schedule, bill of materials, instrument hook-up diagram, electrical wiring diagram, control logic algorithm & flowchart and certificates & user guide of bought out items) for each dispenser for easy operation & troubleshooting.
- 2.4 Supply of application program, ladder logic, list of error codes with description for programming the dispenser parameters.
- 2.5 Supply of drawings & documents.
- 2.6 Supply of Instrumentation & Electrical items required as per Specification. All Cables & its accessories i.e. FLP double compression type cable glands, copper lugs etc. for bidder's equipment from Owner's UPS ACDB located in Electrical Room shall be supplied by the bidder. Laying of these cables, termination at both ends, supporting, erection, testing & commissioning of cables & accessories as required for safe & smooth operation of dispenser system shall be in the bidder's scope. All trays, Ex. Proof JB and accessories also to be supplied and erected as per requirements.

3.0 SCOPE OF SERVICES

- 3.0.1 Design & Engineering.
- 3.0.2 Manufacturing & Assembling.



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- 3.0.3** Procurement from Sub-Bidders/Sub-Bidders.
- 3.0.4** Inspection & Testing at Works (Internal as well as third party certifications).
- 3.0.5** Documentation and obtaining statutory approvals from the country of origin and in India.
- 3.0.6** Packing, Forwarding and Transportation up to Job Sites / VGL stores.
- 3.0.7** Testing, Erection and commissioning
- 3.0.8** Supply of base frame (of MS angles etc.) for proper grouting of dispenser on the civil foundation
- 3.0.9** The Bidder shall also get the offered Dispenser model certified by the Weights and Measures, India. The offered Dispenser model must also be approved by the Chief Controller of Explosive (CCOE)/ Petroleum and Explosives Safety Organization (PESO) and the Bidder shall submit the certificate along with the bid. In case the certificate from Weights & Measure (W&M) of Indian authorities for dispenser manufacturing and model approval is not available at the time of bid, the offer of the part shall be rejected.

3.1 EXCLUSION

- 1) Civil Foundation & Trenches for pipes / Tubes, Instruments air availability for Dispenser will be done by VGL.
- 2) Supply of electrical cables (from VGL electrical room up-to dispenser location of installation) for dispenser operation.

3.2 FEED GAS SPECIFICATION

3.2.1 Gas Composition

The expected gas composition of the feed gas to the CNG Storage Cascade is given below.

Component	Average Gas Composition(mole%)
Methane	92.352
Ethane	5.305
Propane	1.778
I Butane	0.270
N Butane	0.220
I Pentane	0.006
N Pentane	0.001
Carbon Dioxide	0.023



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N- Hexane	0.000
Nitrogen	0.045
Total	100

- O2 not more than 0.5 % mole
- Total non-hydrocarbon –Not more than 1.0 %
- Total S including H2S Not more than 10 PPM by weight
- H2S not more than 4 PPM by volume
- Moisture content in the range 112 to 144 Kg/MMSCM
- Specific gravity to be calculated by Bidder
- Calorific value Net Kcal/SCM to be calculated by Bidder
- Temp of gas shall be max 55 °C

Climate

- Max. Height above Mean sea level: 130 meters (Approx.)
- Max. site temp.: 48 °C
- Minimum site temp.: 0 °C
- RH: 90%

3.2.2 Gas Delivery Parameter

The inlet gas pressure to the CNG dispenser is as follows: Maximum 255 bar (g) Gas Delivery

Temperature: Maximum 70°C Dependent on ambient temperature.

CNG Specification

The CNG specification should meet the ISO 15403:2000 (E) natural gas quality designation for use as a compressed fuel for vehicles.

The proposed specification of the CNG is as follows:

Gas Temperature : -20°C to +70°C

Oil Content : 10 PPM

Particulate matter : Less than 5 microns

All Electrical devices shall meet the requirement for the area classification specified in tender. Tubing & other devices shall be so arranged that there is proper access for operation & maintenance. All the dispensers shall be suitable for Outdoor installation without roof/shed.

3.3 Utility Specification Electric Power Supply

AC 230 V ±1%, 1PH, 50 Hz ± 1%. (UPS supply through UPS ACDB shall be provided by the M/s VGL)



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- i) The bidder shall confirm that supplied dispensers are suitable with the above power supply and indicate the maximum and minimum tolerable values of voltage for accurate metering and safe operation of dispenser. Bidder shall include suitable voltage conditioning unit in their scope, if required.
- ii) Bidder has to provide & install Surge Protection device at the Junction Box of each Dispenser where 230-volt AC UPS incoming power supply through UPS ACDB shall be terminated. The Dispenser equipment should be protected from any problem in the input supply. The surge protection device shall be pluggable and Testable with Thermal Disconnection and Indication facility.

3.4 Pneumatic Control

Natural Gas shall not be used for pneumatic controls of Dispenser and Instrument air / Exe proof electronically controlled solenoid shall be used for such purpose. Instruments Air if required for pneumatic operation of Solenoid Valve suitable of Dispensers has to be provided by the Client at Dispenser end at a pressure of 5 to 9 kg/cm²g. The end connection for instruments airline will be ¼” Further tubing with necessary pressure reduction (if required), one pressure gauge with isolation valve for inlet pressure of instruments airline shall be provided by the bidder.

3.5 Operations & Control Philosophy

The CNG dispensing facilities should be designed with minimum operator intervention. Routine maintenance work will be carried out during normal working hours and outside the scheduled refueling activities. The control system will be fully automated, only requiring manual intervention for connection of the hose and to initiate the filling operations. The dispensing facilities should be designed to operate for four years or 26,000 hrs. whichever comes first, without major overhaul of the gas dispensers.

The normal operating pressure of CNG at dispenser inlet shall be 255Kg/cm² (g). However, supply from dispenser to the Vehicle shall get positively cut off at outlet pressure of 200 Kg/ cm² (g) or as per guidelines of PNGRB to ensure the safety of the vehicle.

3.6 Design Philosophy

It is anticipated that the natural gas feed composition, flow rate and pressure will be fluctuating. Hence, bidder should design the CNG dispensing facilities with optimum degree of flexibility, reliability, and operability to accommodate the varying composition of feed gas, other unexpected contaminants, flow rate and pressure. The CNG dispensing facilities should consist of standardized modules, which are assembled into a complete system. Each system should be designed in packaged frame, housing the dispensing system. The design life of the CNG dispensing facilities should be 20 years as minimum.

3.7 Design Basis

The Bidder should prepare the design basis required to meet the demands mentioned above and hereafter and liaise with client to obtain necessary confirmation and approval.

3.8 Applicable Standards and Codes



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The design, construction, manufacture, supply, erection & commissioning, testing and other general requirements of the dispenser equipment should be strictly in accordance with the data sheets, applicable codes, and should 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.

Bidder must comply with The Legal & Metrology Act 2009 and its subsequent amendment if any.

The Bidder without any additional cost and delivery implications should carry out any modification suggested by the statutory bodies either during drawing approval or during inspection, if any. The following codes and standards (versions/ revisions valid on the date of order) are referenced to & made part of specification:

1. NFPA 52 Standards for CNG vehicular fuel systems
2. NGV 4.1/ AGA 2-92 Requirements for CNG Dispensing Equipment for vehicles
3. NGV 4.2/ AGA 1-93 Requirement for Hoses for NGVs and fuel dispensers.
4. ANSI / NGV1 / NGV2 Compressed Natural Gas Fueling Connection Devices: Standard for fueling nozzles and receptacles.
5. NGV4 / AGA Requirements for Breakaway devices for CNG vehicle Fueling dispensers and fueling hoses.
6. IS 5572 Classification of hazardous areas (other than mines) for electrical installations.
7. IS 5571 Guide for selection of electrical equipment for hazardous area.
8. OISD 179 Safety requirements for compression, storage, handling and refueling of CNG for use in automotive sector.
9. OISD 113 Classification of areas for electrical installations at hydrocarbon processing and handling facilities.
10. NFPA-52: 1992, ANSI, ASTM, NEC, NEMA, ASNZ, OIML, Indian Electricity Rules, Indian Explosives Act., Australian / New Zealand Refueling Standard. AG901 / NZS 5425.
11. OIML TC8/SC7 Recommendation with regards to CNG dispensers, December 2000.
12. The Standards of Weights and Measures Act 1976.
13. The Standards of Weights and Measures (Enforcement) Act, 1985.
14. The Consumer Protection Act, 1986.

Any other Codes & Standards mentioned elsewhere in this Technical Specification/M.R. or which are required to be complied with as per the prevailing Government of India regulations shall also be followed with its amendment.



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Precedence

In case of any conflict between Job Specification & other documents, the following order of precedence shall apply:

- PNGRB/CCOE.
- W&M Act.
- Data sheets
- Technical Specifications.
- Indian Standards/Codes as applicable
- International Standards/Codes as applicable.

4.0 TECHNICAL SPECIFICATIONS FOR MAJOR ITEMS

The specifications described herewith are intended to give Bidder the technical & operating conditions the Dispenser must fulfil. These are to be referred along with relevant description including in earlier sections. Bidder may indicate in his bid, the additional features, which his dispenser has in terms of better design, enhance reliability etc.; however, such feature may be accepted subject to VGL/REPL review and approval.

4.1 DISPENSER:

Each dispenser should have the following specifications:

Should be fast fill electronically controlled operation type and display the following key information on the dispenser with – Intrinsic Safe backlighting or LED display for night viewing showing:

Quantities of gas dispensed in kg (6 digits in 2 decimal points i.e., 0000.00)

Unit cost of gas dispensed in Rupees, Rs/kg (5 digits in 2 decimal points i.e., 000.00) Complete transaction value in Rs (6 digits in 2 decimal points i.e., 0000.00)

There should be 4 displays, two on each side of the dispenser (total 4 sets of 3 rows displays for each dispenser, for Bus Dispenser only 2 Displays).

Bidder must have communication ports in the dispenser to connect the dispenser through Laptop/PC or any other communication medium for collection of data/alterations/modifications in data/parameters stored in mother boards and other electronics installed in the dispenser. Bidder shall provide the communication cables and necessary licensed multi- user software OS in English.

The change in setting shall be done either through lap top, computer & through hand held configurator through the port provided for this purpose with security lock. (PC/Laptop – Not in Bidder’s Scope).

In addition to local ports, change of price should be possible Remotely (From Central Control Room of VGL) both, with or without SCADA. Dispenser electronics shall have necessary provision and security features in its electronics for the same.

UPS supply 230 VAC through UPS ACDB shall be provided by client for computer & control room accessories. Bidder shall make a provision to change the price of CNG through the keypad inside the dispenser unit that shall covered with security lock. RS 485 port shall also be provided for price change. In case standard RS485 port not,



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available in the dispenser then RS232C to RS485 convertor with all relevant hardware and software to be provided by Bidder. 1 set of Alphanumeric Display along with a Keypad.

Displays must remain active for at least 15 minutes after power failure. Provision for adjusting the intensity of the digits in decimal points Easy-to-read backlit displays for maximum visibility

Power conditioning and protection

Non-resettable and non-volatile totalizer up to 999999.99 for total CNG sold in kg with an independent battery backup. **Since these dispensers are used for custody transfer purpose**, the totalizer should not reset in any eventuality not even in case of electronic failure. Reset to zero of the totalizer shall be performed by the dispenser electronics automatically when the maximum value reached. The Non-Resettable Mechanical Type Totalizer Counter shall also to be provided which can be visible from front. The Bidder should provide suitable arrangement outside the flameproof electronic box (on the dispensers' body) for reading the dispenser totalizers.

4.2 Physical design should be of stainless-steel body with doors/ panels to minimize corrosion and on- going wear and tear. **The dispenser should have tamper-proof locking arrangement of the flow meter / flow meter-transmitter configuration which is the requisite of W&M for any custody meter used for Public.** The cabinet should be suitably designed to accommodate all valves, fitting flow meter and all required electronic equipment.

4.3 Front/side mounted nozzle come with lockable holder and safety lever / latch to firmly hold the nozzle when not in use.

4.4 Each dispenser side should be equipped with authorization / on-off switch and 4 inches dial pressure gauge (0-400 bar) c/w red sectors. Bidder shall provide a bypass isolation valve (2 Valve Manifold) with associated tubing to facilitate routine servicing calibration of pressure gauges without shutdown of the dispenser.

4.5 Dispenser unit should have 2 flexible electrically conductive connector hoses, CSA approved and vent hose. Bidder should also include supply of Breakaway coupling in the hoses. Hose shall be of 3/8" ID for auto/ car filling dispenser & 1/2" ID for bus filling in Combo dispenser.

Specific Conductivity of Filling Hose: 0.512 Mega ohms for length up to 180", 3.5 Mega ohms for length over 180" and up to 1200"

4.6 One no. Manual Shut-off valve for each fill hose must be considered.

Interconnecting (1/2" car with 1/2" to 3/4" adopter) 3/4" for bus (Combo) tubing/piping, fittings, high flow valves and NRV's as required.

4.7 All instruments (such as mass Flow meter, pressure transmitter/switch etc.) power supply shall be of 24 VDC, if not then deviation to be submitted along with bid. Suitable voltage conditioning unit shall be in the scope of vendor wherever required.

4.8 Dispensers shall be based on three banks sequential filling and priority shall be given to dispensing arm. The sequential panel shall be within the cabinet of dispenser itself and not as a separate unit. Sequencing should be on flow rate and pressure.

4.9 The dispensers on the car side & bus side would be fitted with "Preset Auto Cut off" arrangement Therefore, for car fill hose, dispenser shall be equipped with facility to preset the total fill value before commencement of 'Preset-facility shall restrict the fill total to multiple of Rs. 10/-. The minimum pre-settable shall be 1.5 times in Kg. x Unit Price in Rs. Per Kg., rounded off to the nearest Rs.10 The total error of this preset facility including meter accuracy



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shall be no greater than +/- 0.5 %. This arrangement would enable customers to preselect the fill total (in Rs.) before beginning filling process, allowing accurate shutoff of the fill at pre-selected value. This would help in avoiding dealing in small change while taking the payments.

- 4.10 Overfill protection should be through electronically programmed hose to terminate the fill after fill pressure of 200 bar (g) has been achieved. Two number of pressure limiter (electronics transducer) (with adjustable value up to 250 Kg/cm² g) and one number of mechanical pressure regulator and one number pressure relief valve as final safety to avoid overfilling. Pressure regulator shall be designed such that there shall not be any flow restriction to the maximum flow of dispenser. Otherwise, minimum flow through the regulator shall be 15 Kg/min at 5 kg/cm²g differential pressure. Pressure relief valve shall be provided to avoid overfilling. Relief valve set pressure shall be at 220 kg/cm²g with resetting at 215 kg/cm²g. Relief valve setting to be adjustable from 205kg/cm² to 240 kg/cm²g with resetting at 200 to 235 kg/cm²g respectively. If due to some malfunctioning, electronic transducer is not working well, mechanical pressure regulator shall control over pressure, if electronic transducers and mechanical pressure regulator both are not working well, relief valve shall pop for safety purpose to avoid over filling. Calibration certificate shall be provided. Option of activating and deactivating Temperature Compensation in the filling Logic and the same should be password protected.
- 4.11 Built-in coalescing unit with Grade 6 or better to be provided at inlet of each bank supply line with manual drain valve to ensure that the oil carryover in the CNG being filled to vehicle is < 1ppm and particulate size is < 0.5 Micron. Filter housing for said filter must be capable for collection of oil for a drain interval of 24 hrs. with oil carry over < 1ppm. Filter elements made of paper shall not be accepted. Vendor to provide appropriately plugged drain valve outside the dispenser housing with suitable arrangement to collect the drained oil. Filter size shall be in accordance with max. flow through the dispenser. Filtration eff. Shall not be less than 95%. Bidder shall provide liquid filled DP Gauge across all filters for observing the pressure drop in filter.
- 4.12 The CNG specification should meet the ISO 15403:2000(E) or IS :15958 natural gas quality designation for use as a compressed fuel for vehicles.
- 4.13 Easy to read lighted display – **explosion proof backlighting (Intrinsic Safe Backlighting) or LED.**
- 4.14 Separate non-resettable straight forward reading totalizer. Totalizer will be only at dispenser. (The totalizer should be displayed on the Alpha Numeric Display at the press of a single button on the Keypad). These keypad devices should not be used for any programming of the dispenser and are distinct from those, if used for programming the dispenser while operating these keys in no way shall hinder the operations, functioning, veracity of display, storage of parameters and values. These keys can be used even when the filling is on without affecting up-counting/real time data.
- 4.15 The components of the flexible hoses are to be factory tested after assembly and before use to at least 5,000 psig. Copies of test certificates should be provided together before the delivery of the dispenser unit. **The dispensing hose of both arms of the dispenser shall be covered with PVC spiral guard sleeve.**
- 4.16 Connection for the flexible hose should be designed with a burst pressure of at least four times the most severe pressure and temperature conditions expected.
- 4.17 **ESD button to be mounted on both side** of the dispenser front panel and to be easily reached during emergencies & there must be a provision of one ESD for both nozzles that to be located in Control room & failure or activation of the above ESD will stop the gas supply. Cable laying will be in the scope of client, however it's commissioning



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& functioning will be in scope of bidder.

- 4.18 One set each of (1/2 “for car with 1/2” to 3/4” adopter and 3/4” for bus (Combo) Isolation valves with end plug should be installed on the inlet steel tube of the dispenser. The valve should be located immediately before the dispenser and should be accessible to the maintenance personnel.
- 4.19 Refueling procedure / instruction complete with diagram or icons type figures should be installed on each side of refueling hoses for each dispenser unit.
- 4.20 Electrical equipment’s and instrumentations wiring should be approved to meet the hazardous area classification Class- I, Division I, Group D as per NEC or Zone I, Group II A/ IIB, Temp. Class T3 as per IS/ IEC, certification required on all components.
- 4.21 Filling of vehicle from the dispenser shall follow three banks sequencing system
- 1st sequence - from low bank and (high) initially
 - 2nd sequence - from medium bank
 - 3rd sequence - from high bank
- 4.22 Dispenser equipment such as pressure gauges, authorization switch, emergency shut-off valve, filling nozzle, ESD button should be provided with labeling / tagging.
- 4.23 Dispenser should be automatically and immediately shut off CNG supply to each fill hose individually & will not start up to rectification in case of:
- i) Power failure
 - ii) Loss of Display
 - iii) Failure of Totalizer
 - iv) Overfill.
 - v) Failure of pressure sensing transmitters
 - vi) Bursting of the Hose
 - vii) Snapping off the filling Hose when the Break Away Mechanism comes in to effect
 - viii) Loss of Display
 - ix) Power Failure of Mass Flow meter
 - x) Failure of metering
 - xi) Passing of pneumatic ball valve / electro valve
 - xii) Repeated operation of re-set or start/stop switch
 - xiii) Removal of any electrical wire connected to controller



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- 4.24 Bidder shall indicate overall flow coefficient (Cv) of dispenser from inlet to the dispenser up to outlet probe including mass flow meter, interconnecting tubing, valves, hoses, nozzles, valves etc.,
- 4.25 The dispenser shall be shipped in fully wired and assembled condition. Only gas supply connection and power supply connection shall be made on site.
- 4.26 Bidder should include in his scope provision of base frame to be embedded in the foundation. Bidder shall supply base frames in separate packing.
- 4.27 Bidder shall include either with pneumatic or electrically operated solenoid operated full-bore bubble tight ball valve made of 316 SS for dispensing of gas. In case of pneumatic operated ball valve, actuator would be air fail to close the valve. However, in both the cases, vendor to ensure the system design in such a way that in both options any gas, if passes, should be recorded by the mass flow meter & Dispenser totalizer, and there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves. The actuator and ball valve assembly shall be fatigue free and tight shut-off characteristics.
- 4.28 Dispenser all end connections must be left at the bottom of the dispenser (i.e., 6" from the dispenser base) & should be [½" "for car with ½" to ¾" adapter, ¾" for bus (Combo)] tube respectively for Car & Combo (bus) fitted with ½" & ¾" union with nut and front and back ferrule respectively.
- 4.29 All the vents (e.g. Actuator, PSV, fill hose) shall be taken out from top of the dispenser in a single header.
- 4.30 The Combo dispensers shall be designed to handle flow rate ≥ 15 kg/min for car side dispensing arm and ≥ 75 kg/min for bus side dispensing arm. The dispensers shall be suitable for a turn down of not less than 50:1 on flow. The Car dispensers shall be designed to handle flow rate of 15 kg/min (for both side arms) under discharge to atmospheric condition. The dispensers shall be suitable for a turn down of not less than 50:1 on flow.
- 4.31 The normal operating pressure of CNG at dispenser inlet shall be 255 Kg/cm²(g). However, supply from dispenser to the COMBO, BUS & CAR shall get positively cut off at outlet pressure of 200 Kg/ cm² (g) to ensure the safety of the vehicle.
- 4.32 Once the particular cycle of filling has been completely stopped (on achieving the maximum fill pressure and/or minimum flow rate) then next filling can be started only after initialization.
- 4.33 The normal operating temperature of wetted parts of dispenser shall be (-) 1°C to 70°C.
- 4.34 Designing of the dispensers would take into account severity of service. The dispensers shall be designed in such a way as to operate in cyclic (start, fill, stop, start.) round the clock basis with about 1-10 seconds interval between stop and start modes. The dispenser also to work satisfactorily when the time between stop and start is indefinitely high, e.g. during full time or when the dispenser is commissioned after it was decommissioned for prolonged period or in storage after initial commissioning. For this purpose, if any specific storage facility is required, the same to be indicated by the bidder.
- 4.35 Any other item not specified but required for safe and accurate operation of Dispenser system shall also be provided by the bidder.
- 4.36 Vendor shall make a provision to change the price of CNG through the keypad inside the dispenser that shall be covered with security lock. It shall also be possible to change the price from remote station (from SCADA/from any part of the city) RS485 port shall also be provided for price change. In case standard RS485 port is not available in



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the dispenser, then RS232C to RS485 convertor with all relevant hardware & software to be provided by vendor.

- 4.37 RS485 serial port shall be provided for downloading the CNG sale data with the help of Purchaser's Personal Computer/Laptop for each shift (08 Hours Interval). Suitable software shall be provided to obtain the same for each shift (8 hours Interval).
- 4.38 Vendor shall provide a common processor and open communication protocol/RS485 port for RTU to transfer all the dispenser data to central SCADA system. Vendor must note that non-standard/propriety type communication protocol in dispenser for communication with RTU is not acceptable. Protocol must be standard as specified above or any standard protocol with compatible convertor shall be made available & must be compatible to any make of RTU. RTU will have serial communication port RS485 protocol to interface with dispenser. Vendor is responsible to provide the communication port compatibility with RTU. Vendor is required to carry out the communication port functional test & display all the values in Laptop or in applicable device during dispenser inspection at vendor premises. Vendor shall also share the dispenser protocol/RS485 details with client during Inspection at vendors works & submit relevant documents in desired format (both Hardware/Software)
- 4.39 Supply of application program, ladder logic, and list of error codes with descriptions for programming the dispenser parameter. If dedicated programming unit is required for programming/ parameter change. The same shall be included in the supply.
- 4.40 Dispenser shall be capable of communicating with outside system using the open system architecture/protocol. It should be possible to transfer the data through twisted pair wires; transaction data as also flow meter data (both process and diagnostic) to RTU of SCADA. RTU and interconnecting cable shall be provided by VGL.

Detailed requirement of SCADA is as follows:

Parameters required for SCADA. We want to monitor / control following parameters through SCADA system.

- 4.40.1 Mass Totalizer from Dispenser Motherboard
- 4.40.2 Mass Flow per Filling
- 4.40.3 To Read Gas Selling Price from Dispenser
- 4.40.4 To download the gas selling price into the dispenser from SCADA system
- 4.40.5 Mass Flow Meter Status
- 4.40.6 Tripping Status Dispenser
- 4.40.7 Reset Switch Operation Status
- 4.40.8 Dispenser Power Supply Status

1. Hardware Details: Connector Type, Communication Standard, Communication port Pin details,



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2. Communication Port Configuration: Baud Rate, data bits, stop bit, parity
3. Polling Constraints: Minimum time period between two consecutive poll cycles.
4. Protocol Details: Protocol name and message structure for different read / write functions.
5. Function codes for reading digital and Analog inputs
6. Function code for writing analog values in the IED registers
7. List of parameters available in the IED which can be accessed from the IED through serial port.
8. Register address of each parameter in the IED.

4.41 Cabinet

- 4.41.1 Complete cabinet shall be of Stainless Steel (SS-304) and shall have tamper proof locking arrangement. Cabinet wall thickness shall not be less than 1.0 mm. Cabinet shall be sized to accommodate all electrical, electronic and mechanical components for metering and display within the cabinet. Cabinet shall be designed to protect all tubing, pressure gauges, valves, fittings, electrical & electronics item from tampering, rain, dust, vermin etc. Dispenser cabinet shall be provided with adequate size bottom opening for the entry of gas supply line/lines and power supply connections. Adequate ventilation shall be provided so that there is natural convection current and cooling takes place inside. Cabinet shall be structurally robust and should not resonate at the frequencies emanated during normal flow or during choked flow through the nozzles, breakaway coupling or valves etc.
- 4.41.2 Appropriately plugged drain valves of the filter outside the dispenser housing with suitable arrangement to collect the drained oil to facilitate the operator to drain the oil on regular basis without requiring opening the lock of the dispenser cabinet. Arrangement for collecting drain oil in such a way that NO SPILLAGE shall be in trench. The layout of tubing and other component should be such that it gives unhindered access to all parts and maintenance becomes easy.
- 4.41.3 **Vadodara Gas Ltd. Logo and name to be displayed** on both sides of dispensers, which shall be made available to the Bidder, on stainless steel panel with an appropriate colored background or alternatively, Bidder shall provide self-adhesive PE film sheet with logo and name. The artwork shall be provided by Vadodara Gas Ltd.
- 4.41.4 The dispensers shall be shipped in fully wired and assembled condition. Only gas, supply and power supply connection shall be made at Site.
- 4.41.5 Hi-Mast shall be of appropriate height and shall allow free movement of flexible hose, prevent strain on the fill hose connection and avoid touching of ground.

4.42 Fill Hose & Fill Nozzle

The dispensing hose of both arms of the dispenser shall be covered with Steel enforced sleeve.

FOR BUS FILLING SIDE



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- A Two CNG flexible electrically conductive fill hose (Fill & Vent) shall be included for supply of Dispensers meeting the requirement of NFPA-52 and NGV 4.2.
- B Fill hose shall have Sherex CT-5000 Nozzle or Equivalent suitable to fill Sherex/OPW CL-5078 Combo receptacle. Nozzle shall be designed for high frequency use with a minimum cycle of 1,00,000.
- C CNG flexible electrically conductive twin (fill and vent) hoses with nozzles with directed vent including NGV1 TYPE 2-CT5000 for filling or venting are required. Bidder should also include supply of breakaway coupling, suitable for NGV Industry, in the hose as complete dispensing Arm. Hose should be 1/2" ID for bus (combo) working pressure 250 bar (g) and 5 m long. Dispensers should be ergonomically designed.

FOR CAR FILLING SIDE

- D Electrically conductive fill hose (fill & Vent) shall be included for supply of Dispensers meeting the requirement of NFPA- 52 and NGV 4.2.
 - E Fill hose shall be fitted with NGV-1(with all accessories) and second hose fitted with NZS-5424 fill nozzle for filling of vehicles. The nozzle shall meet the requirement of NGV-1 Type1, class A nozzle. Bidder shall include the supply of 3-way valve with each hose for filling & venting of gas. Bidder shall also include supply of Breakaway coupling, suitable for NGV industry, in the hose. Hose shall be 3/8" ID 5000 psig, at least 4 m long. Bidder shall demonstrate the function of breakaway coupling during performance test.
 - F Dispensers should be ergonomically designed.
- 4.43 One number of holster / cradles for fills nozzles along with weather caps for the protection of nozzles.
- 4.44 **Bidder has to supply the dispensers with pneumatic operated full-bore bubble tight ball valve made of ANSI 316 SS or electromagnetic valve for ON- OFF control of flow. Bidder to ensure the system design in such a way that any unmetered gas if passes, should be recorded by mass flow meter & Electronic display & there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves.**
- In case of pneumatic operated Ball valve, the actuator and Ball valve assembly shall be fatigue free and retain tight shut off characteristics at least for 5000 operation hours. Linkage with ball valve would be tamper proof by providing a sealed sleeve so that ball valve stem is not accessible from outside easily. Also, the actuator cannot be mechanically rotated from outside even though position indicator would be provided on its body. The combination of SOV, pneumatic actuator and Ball valve would constitute power fail-safe valve. The whole system has to be very fast acting and response time fraction of second so that if the flow were terminated at any point of dispensing, the slippage would be always within the accuracy limit.**
- 4.45 One coalescent filter at inlet of bank supply line with manual drain valve to ensure that the oil carryover in the CNG being filled to Vehicle is < 1 PPM. Filter elements made of paper shall not be provided. Bidder to provide appropriately plugged drain valve outside the dispenser housing with suitable arrangement to collect the drained oil outside the dispenser by necessary tubing. Bidder to provide one liquid filled pressure gauge across the filter to know the pressure drop across the filter.
- 4.46 Bidder shall ensure that the system design in such a way that in both options any gas if passes, should be recorded by mass flow meter and there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves.



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Provision for sealing of Mass Flow Meter and Transmitter shall be provided.

4.47 Mass Flow Meter

Mass Flow meter must have integral Display. Mass flow meter with integral display unit should be provided to ensure high accuracy and direct mass flow measurement approved for custody transfer metering of CNG at each of the refueling hose. The microprocessor-based control system should be provided to sense, monitor and control complete filling operations on a continuous, uninterrupted basis. **There should not be any difference in reading between this integral display unit and non-resettable display in the Electronic control unit.**

Mass flow meter unit should be designed for custody transfer metering of CNG and meet the following requirements:

Accuracy - + 0.2% to 0.5% of Measured Value

Repeatability -+ 0.1% of Measured Value

Enclosure - IP65

Pressure influence - Nil

Surge and frequency-Shall be in compliance with ANSI/EEE(EFT) transient effect 62.41(1991)

EMI effect on sensor and - To the requirement of EMC directs 89/336/Transmitter EEC, EN 50081-1(Jan '94) Vibration effect - As per SAMAPM31.1-1980 condition 2

Make/ Model: Emerson (Micro-motion) / Compac / E&H or equivalent (PESO approved make or model).

- a) Back-up Power supply, for displays so that display remains at least for 15 minutes after power failure. Bidder shall provide battery backup of 72 hours to the RAM of dispenser controller.
- b) The configuration data for the offered mass flow meter shall be stored in a non-volatile memory or in a dedicated battery backed RAM such that this remain unchanged because of power fluctuations or power off conditions. In case mass flow meter Bidder standard instrument has battery backed RAM, Bidder must indicate the protection time and battery life in their offer.

4.48 PIPE, TUBING WORK, VALVES AND FITTINGS

Pipe & Tubing work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.

All high-pressure tubing work should be of 1/2", 3/4" & 1" OD SS (1/2" OD SS for car and 3/4" OD SS for bus (Combo)) fully annealed (Bright annealed) seamless conforming to ASTM A269 TP 316L. The tubing shall be Sandvik make and fittings shall be of Parker/ Swagelok make only. The system should be "go-no-go" gauge able to demonstrate that fittings are properly tightened. Wherever possible valves and control devices should incorporate the same end connector system. The Supplier should ensure that personnel assembling the pipe work should be competent in the system employed. Tubing and valves (supply and erection) from Air Compressor to Dispenser is also in the Bidder's scope.

The preferred valve types for isolation are 1/4 turn ball valves. Such valves have similar material to the tube they are attached to. Ball valves must be of good quality and be appropriately selected frequency of use. Ball seats must be suitable for natural gas operation of the gas composition indicated. Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.



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4.49 ELECTRICAL SPECIFICATION

It is not intended to cover all aspects of design but to indicate the basic requirements only. Bidder shall ensure that the design and installation on the skid is carried out as per good engineering practice to meet the requirements of safety, reliability, ease of maintenance and operation, aesthetics and interchange ability of equipment.

CODES AND STANDARDS

- All electrical equipment and complete package shall meet the requirement of relevant Publications and Codes of Practice of Bureau of Indian Standards, statutory regulations and good engineering practices. Complete system must conform to the latest revisions of the following:
- Indian Electricity Act and Rules framed there under
 - a. Fire Insurance Regulations.
 - b. Petroleum Rules and any other regulations laid down by Chief Controller of Explosives.
 - c. Regulations laid down by local statutory authorities and Electrical Inspectorate.
- Bidder shall provide all assistance required for obtaining approvals from statutory authorities for materials, plant design/drawings and complete installation.
- Where Indian Standards do not exist, the relevant IEC/British/ German (VDE) standards shall apply. Any Other international standard may also be followed provided it is equivalent to or more stringent than the standards specified above.
- In case of any discrepancy/conflict between the specified codes and standards, the order of decreasing precedence shall govern.
- Wiring: -All the Non-Safe Wiring between the Ex'd' boxes shall be armored wiring. The wiring between the IS Connections shall be Blue in Color.
- Legal & Metrology Act 2009 and its amendment's time to time.

AREA CLASSIFICATION AND EQUIPMENT SELECTION

- In case of storage, handling or processing of flammable materials within the battery limits of the package, area classification shall be carried out in line with IS: 5572 & Petroleum Rules and OISD-179 guidelines where applicable.
Selection of the type of equipment for use in hazardous areas shall be done in accordance with IS: 5571 and other safety regulations as applicable. The electrical equipment shall meet the requirements of relevant IS, IEC or NEC standards. Increased safety type Ex 'e' equipment shall not be permitted for use in Zone-1 areas. For Zone-2 areas, increased safety type Ex 'e' or non-sparking Type Ex 'n' equipment shall be provided as a minimum, subject to the same being acceptable to statutory authorities. Ordinary safe area type electrical equipment shall not be used in Zone-2 areas (even though this may be permitted by NEC for Div.2 areas).



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Electrical equipment for hazardous areas shall be certified by CMRI and approved by CCOE/PESO Nagpur (or equivalent statutory authority of the country of origin) for installation and use in the specified hazardous area. Flameproof equipment of indigenous origin shall be BIS marked. Bidder shall furnish the necessary certificates indicating such approvals.

- All the electrical and electronic component shall be in flame/explosion proof housing suitable for Hazardous area classification: Class 1, Division 1, Group D as per NEC or Zone 1, Group IIA/IIB as per IS/IEC, Temperature Class T3, and completely enclosed in a securely lockable dispenser cabinet. No component of the dispenser shall be installed outside the cabinet.

Certificate from recognized agency to the effect is required to be produced that equipment supplied and/or installed conforms to above area classification.

EQUIPMENT SPECIFICATIONS

- All equipment shall be complete with all necessary weather protection including tropicalization to prevent damage due to climate, dust and corrosive vapors. The enclosure protection of all equipment's shall be IP: 55 as per IEC specifications.
- Bidder shall be responsible for any damage to the equipment during transit. All packages shall be clearly, legibly and durably marked with uniform block letters giving the relevant equipment material details. Each package shall contain a packing list in a waterproof envelope.
- All electrical components and equipment shall be sized to suit the maximum load under the most severe operating conditions.
- All electrical equipment's shall be supplied with double-compression cable glands, made of nickel- plated brass, tested and certified to be used in zone-1, hazardous area.
- Although it is planned to provide power supply from UPS, but in some cases, the supply may be fed from GG/ DG Set with poor regulation which may contain harmonics, transients and surges. The owner shall not provide protection against such harmonics, transients & surges. Therefore, the equipment supplied by bidder must include suitable voltage conditioning unit and other protection devices so that equipment provides safe and accurate operation of dispenser.
- The system shall be solidly earthed. However, if specific earthing is required for the system - electronics, the same to be highlighted and earth pits to be provided by bidder; otherwise system earthing including making of earth-pits etc. shall be provided by M/s VGL and bidder to provide connections to the grid.
- Name of the manufacturer, type of enclosure protection and certificate no. with name of testing/Certifying agency shall be furnished with bids / for approval.

5.0 HAZARDOUS AREA

The Supplier shall specify the hazardous area in accordance with the IS 5572 / relevant Standard of country of origin.

All electrical equipment cabling and earthing shall be appropriate for the zone in which it is fitted, and all cables passing from the hazardous to safe area shall be equipped with appropriate barriers where necessary.

All Instruments shall be suitable for an area classification of "Class 1, Group D, Division 1 as per NEC" OR "Zone 1,



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Group IIA /IIB Temp Class T3 as per IS/ IEC”.

All dispenser mounted transmitters & temperature element and Solenoid Valves shall be intrinsic safe Ex ‘ia’ as per IS/IEC 60079-11 and solenoid valves, switches and related junction boxes shall be flame proof Ex’d’ as per IS/IEC60079-

5.1.1 Other special equipment's/instruments, where intrinsic safety is not feasible or available, shall be flame proof as per IS/IEC 60079-1.

A complete dossier of all electrical equipment will be provided, showing area classification and certification of equipment.

6.0 INSPECTION AND TESTING

6.1 At Bidder's Works

All the dispensers shall be subjected to Inspection stage wise or final by third party which shall be in the scope of the Bidder and witness by VGL/REPL.

6.2 The following activities shall be covered under inspection:

- a) Review of Q.A. documents.
- b) Review of calibration certificates for flow meter, dispenser, pressure transmitters, pressure gauges and all instruments.
- c) Review of all statutory certificates including W &M.
- d) Review of area classification compatibility of all items including bought out items.
- e) Review of Mill Test reports.
- f) Review of NDT reports if any.
- g) Review of bought out sub-assemblies/major components, test/inspection certificates.
- h) Dimensional checks as per approved drawings and data sheets.

6.3 Functional Test

All the dispensers shall be tested to demonstrate the functioning of all the components and controls. Functional & simulation test shall be carried out at vendor’s works & shall be witnessed by VGL/REPL. Communication through RS485 with necessary software in Laptop/PC to be shown with demonstration of Price change, Totalizer value for each shift & 24 hours respectively, Kg of gas filled in each vehicle etc.,

6.4 Performance Test

All the dispensers shall be performance tested for flow capacity, measuring accuracy and dispenser functioning with CNG.



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- 6.5 During the shop test of dispenser, in case the dispenser flows capacity from inlet of dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.
- 6.6 During the shop testing if the dispenser batch accuracy is found beyond $\pm 1.5\%$ dispenser shall stand rejected.

7.0 CALIBRATIONS AND THIRD-PARTY CERTIFICATION

All mass flow meter, instrument gauges, etc. should be calibrated and such calibration certificates should be presented before conducting final shop test at Bidder Works. If any of the calibration certificates is not in order, the Supplier's should replace the affected equipment at Supplier cost. Documentation and obtaining statutory approvals from the country of origin is in Bidders scope. The offer dispenser must be approved and certified by recognized authority, Weights and Measures or the other statutory authorities of the Country of Origin.

8.0 DISPENSER PERFORMANCE

All the dispensers shall be performance tested for flow capacity, measuring accuracy and dispenser functioning with CNG. CNG shall be arranged by vendor.

During the shop test of dispenser, in case the dispenser flows capacity from inlet of dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.

During the shop testing if the dispenser batch accuracy is found beyond $\pm 1.5\%$ dispenser shall stand rejected.

Performance test at workshop shall be done in presence of VGL/REPL personal. Test certificate shall be submitted by the vendor as per given guaranteed parameters: -

Guaranteed performance for Dispensers shall be as follows:

- 8.1.1 Capacity of the CAR dispenser shall be 15 kg/min under atmospheric discharge at inlet pressure of 255 Kg/cm²(g) with design case gas composition.
- 8.1.2 Capacity of the Combo (Bus) dispenser shall be 75 kg/min under atmospheric discharge at inlet pressure of 255 Kg/cm² (g) with design case gas composition.
- 8.1.3 Overall Dispensers Batch Accuracy of $\pm 1.5\%$ or better of the quantity filled.

In case above guaranteed parameters are not achieved at site after shop test, Bidder shall carryout necessary rectification/modification to achieve the guaranteed parameters, without cost & time implication to the purchaser.

9.0 WARRANTY SERVICING

The suppliers should provide a warranty period of 12 months from the date of commissioning and final site acceptance of Dispenser or 24 months from the date of receipt of material site, whichever is earlier.

All necessary spare parts to be kept at site to sustain the maintenance of the CNG dispenser facilities within the one-year warranty & 4 Year Post warranty period.



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10.0 PACKAGING

The dispensers shall be packaged to withstand rough handling during ocean shipment and in-land journey. It shall be Bidder's responsibility to make good any deterioration that occurs during shipment. Sling points shall be clearly indicated on crates.

LIST OF APPROVED MAKES

Item no.	Description	Approved Makes
1	St. Stl. High Pressure Tubing for CNG	Sandvik/Parker
2	SS Fitting, High pressure	Parker/Swagelok/SSP/Hylok
3	SS Ball Valves, High Pressure	Parker/Swagelok/SSP/Hylok
4	Non-return valve/ Check Valve	Parker/Swagelok/SSP/Compaq/Hylok
5	Ball Valve/ Needle Valve	Swagelok/Parker/SSP/Hylok
6	Actuator	Rotex/Swagelok/Parker
7	Solenoid / Electromagnetic Valve	Rotex/Parker/Compaq or equivalent (PESO approved make or model)
8	Safety Relief Valve	Swagelok/Parker/Compaq
9	Breakaway coupling	OPW/Parker/WEH/Staubli
10	Electric Cables	Ploycab/ Finolex/ Havells/ Torrent Power/KEI
11	Flexible hose 1 feet	Parker/Synflex
12	Main Filling Hose	Parker/Synflex
13	CAR/BUS Nozzle	OPW/Parker/WEH/ Staubli
14	Mass flow meter	Emerson (Micro-motion) / Compac / E&H or equivalent (PESO approved make or model)



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Note:

For all flow meters installed in dispenser their performance report of 2 years to be submitted without any defects relevant documents to be submitted along with the bid.

11.0 INSPECTION

Vendor shall appoint the PNGRB authorized TPIA for inspection purpose in line with approved QAP, Drawings, Data Sheets and tender conditions. Cost of TPI shall be to bidder's scope. Vendor to propose minimum 03 TPI agencies, from which one shall be selected/ approved by VGL / REPL.



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12.0 DATA SHEET FOR CAR DISPENSER

1	GENERAL		
2	SERVICE	DISPENSER FOR CNG STATIONS	
3	MODEL NO.:		
4	FRAME MATERIAL	STAINLESS STEEL 304	
	NO. REQD.:	AS PER PR/SOR	
5	DISPENSER CONFIGURATION:	DUAL HOSE	
6	MASS FLOW METER :		
7	<input type="checkbox"/> MANUFACTURER	:	
8	<input type="checkbox"/> PLACE OF MANUFACTURE	:	
9	<input checked="" type="checkbox"/> No OF LINES:	:	Three.
10	<input checked="" type="checkbox"/> POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±1%, 50 HZ ± 1%.	<input type="checkbox"/> POWER CONSUMPTION:	
11	<input checked="" type="checkbox"/> INLET GAS PRESSURE: 250 kg/cm ² (g)	<input checked="" type="checkbox"/> FILL PRESSURE: 200 kg/cm ² (g)	
12	Provision to enter amount by the operator (6 digits in 2 decimal points i.e., 0000.00) as sometimes consumer wants gas on money bases		
13	<input checked="" type="checkbox"/> METERING: CORIOLIS MASS FLOW WITH W&M APPROVAL	<input checked="" type="checkbox"/> FLOWRATE: Max : 15/ Kg/Min. Nom : 9kg/min, Min : 2.5 kg/min.	
14	<input checked="" type="checkbox"/> TEMPERATURE RANGE: (-) 20°C to 70°C		
15	<input checked="" type="checkbox"/> TUBE PRESSURE RATING: 5000psi		
16	<input checked="" type="checkbox"/> FILL NOZZLE TYPE: NGV1 Type2 Class A in one arm with adopter (NGV to NZS) /NZS type in second Arm	<input checked="" type="checkbox"/> FILL VALVE TYPE: 3-way Valve	
17	<input checked="" type="checkbox"/> BREAKAWAY COUPLING: YES	<input checked="" type="checkbox"/> COUPLING SIZE: 3/8"	
18	<input checked="" type="checkbox"/> VENT RETURN COUPLING: YES	<input checked="" type="checkbox"/> COUPLING SIZE: 1/8"	
19	<input checked="" type="checkbox"/> FILL HOSE TYPE: TWIN (FILL & VENT)	<input checked="" type="checkbox"/> FILL HOSE SIZE: 3/8"	
20	<input checked="" type="checkbox"/> FILL HOSE LENGTH: MINIMUM 4.0M	<input checked="" type="checkbox"/> MAX BURST PRESSURE: FOUR TIMES TO THE WORKING PRESSURE	
21	<input checked="" type="checkbox"/> SOLENOID VALVE: YES	<input checked="" type="checkbox"/> EMERGENCY (ESD): REQUIRED SHUTDOWN BUTTON	
22	<input checked="" type="checkbox"/> HOSE RETRACTOR: YES		
23	<input checked="" type="checkbox"/> CAPTURED VENT: YES		
24	<input checked="" type="checkbox"/> TEMPERATURE COMPENSATION: YES (Selectable)		
25	EARTH QUAKE ZONE II WIND VELOCITY (m/s) 33 (MAX)		
26	INSTALLATION: <input checked="" type="checkbox"/> OUTDOOR		
27	<input checked="" type="checkbox"/> MOUNTED ON A FOURCOURT,		
28	<input checked="" type="checkbox"/> ELECTRICAL AREA HAZARD:		
29	CLASS/ZONE: CLASS I ZONE I DIVISION: I GAS GROUP: D, GROUP IIA, IIB		
30	APPLICABLE CODES AND STANDARDS		
31	DISPENSER APPROVALS: AS PER APPLICABLE	TUBING: STAINLESS STEEL	



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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	STANDARD			
32	■ VALVE PRESSURE TEST: IF USED			
33	UTILITIES DATA			
34	■Electricity: AC230V± 1%, 1 pH, 50Hz± 1%			
35	Solenoid Valves: A.C/D.C V Ph Hz			
36	Electronic PCBs: A.C/D.C V Ph Hz			
	Mass Flow meters A.C/D.C V Ph Hz			
37	Electrical connection (Cable gland to be provided by the vendor for 2.5mm ² x3 Cable) :			
38	<input type="checkbox"/> Total Consumption			
39	Solenoid Valves:(Watts)			
40	Electronic PCBs (Watts)			
41	Mass Flow meters: (Watts)			
42	■MATERIALS			
43	Component Materials			
44	Solenoid Valve	Brass		
45	Spring Loaded Regulator	Brass		
46	2-way isolation Valve	SS		
47	3-way filling Valve	SS		
48	Coalescing Filter	SS / BRASS		
49	Tube 3/8"	SS		
50	Bleed Valves	SS		
51	INSPECTION AND TESTS			
52	Material Composition and Physical Properties Certificates Required For:			
53	■ Solenoid Valve			■ Spring Loaded Regulator
54	■ Tube ■ Hose			
55	<input type="checkbox"/> Coalescing Filter			<input type="checkbox"/> Bleed Valve
56		Required	Observed	Witnessed
57	■ Shop inspection by Purchaser during Manufacture	■	□	■
58	■ Functional/Tests	■	□	■
59	■ Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser)	■	□	■
60	<input type="checkbox"/> WEIGHTS			
61	Overall supply (including, all components and packing crate) Kg. approx.			
62	Maximum erection weight Kg. Approx.			
63	SCOPE OF SUPPLY			
64	■ Dispenser Assembly complete.			
65	■ Vendor Data as specified			
	NOTE :			
66	a. Fill checklist for completeness of the Scope of Supply.			
	b. The Specific Conductivity of Filling Hose must be specified.			
	c. All necessary software with license for dispenser electronics and mass flow meter shall be provided. Necessary converter with connecting cables for downloading the data into client's Laptop shall also be provided.			



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d. Two nos of holster/cradle for filling nozzles along with weather caps for the protection of nozzles. Holster / cradle shall be suitable for NGV/NZS Nozzles.



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13.0 DATA SHEET FOR BUS DISPENSER

1	GENERAL	
2	SERVICE	DISPENSER FOR CNG STATIONS
3	MODEL NO.	
4	FRAME MATERIAL	STAINLESS STEEL 304
	NO. REQD.	As per PR/SOR
5	DISPENSER CONFIGURATION	DUAL HOSE
6	MASS FLOW METER	
7	<input type="checkbox"/> MANUFACTURER	
8	<input type="checkbox"/> PLACE OF MANUFACTURE:	
9	■ No OF LINES:	One
10	■ POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±1%, 50 HZ ± 1%.	<input type="checkbox"/> POWER CONSUMPTION:
11	■ INLET GAS PRESSURE: 250 kg/cm ² (g)	■ FILL PRESSURE: 200 kg/cm ² (g)
12	■ METERING: CORIOLIS MASS FLOW WITH W&M APPROVAL	■ FLOWRATE: Max :75/ Kg/Min. Nom: 40kg/min, Min : 10 kg/min.
13	■ TEMPERATURE RANGE: (-) 20°C to 70°C	
14	■ TUBE PRESSURE RATING: 6000 psi	
15	■ FILL NOZZLE TYPE: Sherex CT5000	■ FILL VALVE TYPE: 3-way Valve
16	■ BREAKAWAY COUPLING: YES	■ COUPLING SIZE: 1/2"
17	■ VENT RETURN COUPLING: YES	■ COUPLING SIZE: 1/4"
18	■ FILL HOSE TYPE: TWIN (FILL & VENT)	■ FILL HOSE SIZE: 1/2"
19	■ FILL HOSE LENGTH: MINIMUM 5.0M	■ MAX BURST PRESSURE: FOUR TIMES TO THE WORKING PRESSURE
20	■ SOLENOID VALVE: YES	■ EMERGENCY SHUTDOWN BUTTON (ESD): REQUIRED
21	■ HOSE RETRACTOR: YES	
22	■ CAPTURED VENT: YES	
23	■ TEMPERATURE COMPENSATION: YES (Selectable)	
24	EARTH QUAKE ZONE II	WIND VELOCITY (M/S) 33 (MAX)
25	INSTALLATION: OUTDOOR	
26	■ MOUNTED ON A FOURECOURT,	
27	■ ELECTRICAL AREA HAZARD:	
28	CLASS/ZONE: CLASS I ZONE I	DIVISION: I GAS GROUP: D, GROUP IIA, IIB
29	APPLICABLE CODES AND STANDARDS	
30	DISPENSER APPROVALS: AS PER APPLICABLE	TUBING: STAINLESS STEEL 3/4"
31	■ VALVE PRESSURE TEST: IF USED	



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32	UTILITIES DATA		
33	■Electricity: AC230V± 1%, 1 pH, 50Hz± 1%		
34	Solenoid Valves: A.C/D.C	V	Ph Hz
35	Electronic PCBs: A.C/D.C	V	Ph Hz
36	Mass Flow meters: A.C/D.C	V	Ph Hz
	Electrical connection (Cable gland to be provided by the vendor for 2.5mm ² x3 Cable) :		
37	<input type="checkbox"/> Total Consumption		
38	Solenoid Valves:(Watts)		
39	Electronic PCBs (Watts)		
40	Mass Flow meters: (Watts)		
41	■MATERIALS		
42	Component Materials		
43	Solenoid Valve	Brass	
44	Spring Loaded Regulator	Brass	
45	2-way Isolation Valve	SS	
46	3-way filling valve	SS	
47	Coalescing Filter	SS / BRASS	
48	Tube 3/8"	SS	
49	Bleed Valves	SS	
50	INSPECTION AND TESTS		
51	Material Composition and Physical Properties Certificates Required For:		
52	■ Solenoid Valve	■ Spring Loaded Regulator	
53	■ Tube	■ Hose	
54	<input type="checkbox"/> Coalescing Filter	<input type="checkbox"/> Bleed Valve	
55		Required	Observed Witnessed
56	■ Shop inspection by Purchaser during Manufacture	■	<input type="checkbox"/> ■
57	■ Functional/Tests	■	<input type="checkbox"/> ■
58	■ Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser)	■	<input type="checkbox"/> ■
59	<input type="checkbox"/> WEIGHTS		
60	Overall supply (including, all components and packing crate) Kg. Approx.		
61	Maximum erection weight Kg. approx.		
62	SCOPE OF SUPPLY		
63	■ Dispenser Assembly complete.		
64	■ Vendor Data as specified		
65	NOTE : a. Refer checklist for scope of supply b. Specific Conductivity of Filling Hose must be specified. c. All necessary software with license for dispenser electronics and mass flow meter shall be provided. Necessary		



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- converter with connecting cables for downloading the data into client's Laptop shall also be provided.
- d. Two nos of holster/cradle for filling nozzles along with weather caps for the protection of nozzles. Holster / cradle shall be suitable for Sherex CT-5000 Nozzles.



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**SECTION-VI
FORMS AND FORMATS**



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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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-INVOLMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITION
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FOR BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	CONFIRMATION UNDER MSMED ACT 2006



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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F-1

BIDDER'S GENERAL INFORMATION

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

1	Bidder Name (With Contact Person Name & Details)	
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/ 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	Operational Address [if different from above]	City:
		District:
		State:
		PIN/ ZIP
7	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
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	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	



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		[Enclose copy of PAN Card]
17	GST Registration No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes/ No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneur's Memorandum (EM) filled with the authority specified by the respective State Government)</i>
21	Whether Micro/ Small/ Medium Enterprise	(Bidder to submit documents as specified it ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

NOTE:

- 1) ANY DOCUMENTARY EVIDENCE IN SUPPORT OF ABOVE TO BE AUTHENTICATED/ ATTESTED BY NOTARY PUBLIC
- 2) DOCUMENTARY PROOF AGAINST MSME CERTIFICATION MUST BE DULY CERTIFIED BY CHARTERED ACCOUNTANT AND NOTARY PUBLIC WITH LEGIBLE STAMP

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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BID FORM

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,

Manisha Circle, Old Padra Road

Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of

“_____ including "Specifications & Scope of Work", "General Purchase Condition [GPC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "**four [04] months**" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "**10% of Contract/ Work order value (excluding taxes & duties)**" or 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 Work in all respects within the time frame and agreed price.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



**TENDER FOR PROCUREMENT OF CNG CAR AND
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Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



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F-3

LIST OF ENCLOSURES

To,
Vadodara Gas Limited,

I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara – 390015

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

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. (If applicable)
3. Document showing Financial Situation Information as sought in enclosed format F-16 (If applicable)
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 II.
6. Bid Security / EMD
7. Tender Fee (If applicable)
8. Duly certified document from chartered engineer and or chartered accountant.

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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F-4

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 Vadodara Gas Ltd

I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER

TENDER NO.: REPL /VGL/NGD/010/20

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 Vadodara Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by VGL, 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: _____



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail/ Fax/ 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.

.....



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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F-4A

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

To
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

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 here by 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 Vadodara Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has / have occurred, specifying the occurred conditions(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 Vadodara Gas Limited 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 Security 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



**TENDER FOR PROCUREMENT OF CNG CAR AND
COMBO DISPENSERS (ARC)**



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Authorized Signature

(Original Bank) Counter Signature



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LETTER OF AUTHORITY

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

Ref:

Date:

To,
Vadodara Gas Limited,

I Floor, Riddhi Tower,

Manisha Circle, Old Padra Road

Vadodara - 390015

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Conferences [Pre-tendering Conference]', '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).

Yours faithfully,

Place:
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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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.



**TENDER FOR PROCUREMENT OF CNG CAR AND
COMBO DISPENSERS (ARC)**



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

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F-6

"NO DEVIATION" CONFIRMATION

To,
Vadodara Gas Limited,

I Floor, Riddhi Tower,

Manisha Circle, Old Padra Road

Vadodara - 390015

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

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:
Date:

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

To be submitted on bidder's Letter Head



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

Rev. No- 00

F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

Dear Sir,

We hereby confirm that we are not on 'Holiday' by VGL or GAIL GAS or Vadodara Municipal Corporation 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 VGL or GAIL Gas or Vadodara Municipal Corporation 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 VGL 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 VGL by us.

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

To be submitted on bidder's Letter Head



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

Rev. No- 00

F-8

CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

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:
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

Rev. No- 00

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015
PERFORMANCE GUARANTEE No.:

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA/FOA No. _____ dated _____ for Vadodara Gas Limited, I Floor, Riddhi Tower, Near Manisha Circle, Old Padra Road, Vadodara - 390015.

The Contract conditions provide that the 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, undertaking full responsibility to indemnify VADODARA GAS LIMITED, in case of default.

The said _____ 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 or in payment of any money payable to VADODARA GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you 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 contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ 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 will not be affected or suspended by reason



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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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 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 our 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 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 up to _____ (this date should be 90 days after the expiry of defect liability 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 VGL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contract and the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that VGL 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 the other guarantee that VGL may have in relation to the supplier's/ contractor's liabilities.
7. The amount under the Bank guarantees is payable forthwith without any delay by Bank upon the written demand raised by VGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of courts at Ahmedabad.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the 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 favour 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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / 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 Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to 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.



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

Rev. No- 00

F-10

AGREED TERMS & CONDITIONS

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

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. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST:%
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	



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TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	Confirm your offer is valid for 3 months from Final/ Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/ Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB.	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	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.	
16.	Confirm that 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/ VGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)
SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

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 :



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
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DATE: 12/01/21

Rev. No- 00

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UNDERTAKING ON LETTERHEAD

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20

Dear Sir,

We hereby confirm that “The contents of this Tender Documents 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:
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

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BIDDER'S EXPERIENCE

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

SI. No	Description of the Services	LOA/ WO No. and date	Full Postal Address & Phone nos. of Client. <i>Name, designation and address of Engineer/ Officer - in - Charge (for cases other than purchase)</i>	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:
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

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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.N.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that 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 along with techno-commercial 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)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm has annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		



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SN	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	TENDER FEE	Rs. .00		
	DD	DD NO. _____ dated _____ For Rs. .00 in favor of VADODARA GAS LIMITED payable at Vadodara	YES/ NA	
2.	EMD	Rs.		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for Rs. _____ In favor of VADODARA GAS LIMITED payable at Vadodara	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the 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 as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by Chartered Engineer and Notary Public. For instance, Work order/ LOA must clearly indicate Nature of work/ service, various components/ items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion.	YES/ NA	NO
6.	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BEC			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. FY: _____ [to be reckoned from bid due date] along with un-price bid.	YES/ NA	NO



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6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit & Loss Statement of FY: _____ meeting the NET WORTH & Working Capital requirement.	YES	NO
6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated in BEC	Duly certified/ attested by Notary Public with legible stamp with applicability of relevant clause of BEC	YES/ NA	NO
6iv.	Details of financial capacity of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES/ NA	NO
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, f-15) from the Bidder's bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with legible stamp.	YES/ NA	NO
7.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	YES	NO
8.	SOR (BLANK without price) mentioning word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited & Duly signed along with bid document	YES	NO
9.	FORM-1 TO 19 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	YES	NO
10.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	

Place:
Date:

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

NB: Bidder is requested to fill this check list and ensure that all detail/ documents have been furnished (attached) as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)" and Blank Price schedule (Part-II). **Non submission of any document/ submission without proper certification/ attestation/ authentication as mentioned above may lead to outright rejection of the Bid.**



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TENDER DOCUMENT NO
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F – 15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE (To be provided on Bank's letter head)

Date:

To,
Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015

Dear Sir,

This is to certify that M/s..... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for VGL's RFQ/ Tender no. VGL/ CO/ C&P-CNG/ BD dated..... for "**Services for** _____" 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. _____ (Working Capital Amount)

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp :



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TENDER DOCUMENT NO
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DATE: 12/01/21

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F – 16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1 (2017-2018):	
Year 2 (2018-2019):	
Year 3 (2019-2020):	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets – Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

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



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. 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.
3. For the purpose of this Tender document, (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 and Free Reserve & Surplus”
4. This certificate is to be submitted on the letter head of Chartered Accountant.



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TENDER DOCUMENT NO
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F – 18

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

S.L. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	VGL'S REPLY
	SEC.NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE: The Pre-Bid Queries shall be sent by fax and also by e-mail before due date for receipt of bidder's queries.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____



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TENDER DOCUMENT NO
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E-Banking Mandate Form

(To be issued on vendors letter head)

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

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 Vadodara Gas Limited 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 Vadodara Gas Limited 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]



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



TENDER DOCUMENT NO
REPL/VGL/NGD/010/20

DATE: 12/01/21

Rev. No- 00

F-20

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISE DEVELOPMENT ACT, 2006 (MSMED ACT 2006)”

**SUBJECT: PROCUREMENT OF CNG CAR-AUTO AND BUS (COMBO) DISPENSER
TENDER NO.: REPL /VGL/NGD/010/20**

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:

- a. **Micro Enterprise -** []
b. **Small Enterprise -** []
c. **Medium Enterprise -** []

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

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

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



**TENDER FOR PROCUREMENT OF CNG CAR AND
COMBO DISPENSERS (ARC)**



**TENDER DOCUMENT NO
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**SECTION -VII
SCHEDULE OF RATES
(SOR)**



**TENDER FOR PROCUREMENT OF CNG CAR AND
COMBO DISPENSERS (ARC)**



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THE SUBWORK(s)/ BOQ(s) PROVIDED ON n-Procure ARE BE IN CONJUGATION WITH THIS SOR. **KINDLY REFER THE SOR BEFORE FILLING THE RATES.**

THERE WILL BE TWO (02) SUBWORKS:

- 1) CAR DISPENSER
- 2) COMBO (CAR-BUS) DISPENSER

SCOPE OF EACH SUBWORK WILL INCLUDE DESIGN, ENGINEERING, MANUFACTURING, INSPECTION, SUPPLY, INSTALLATION, COMMISSIONING & FIELD PERFORMANCE TEST OF DISPENSER(S) AS PER SCOPE OF WORK DEFINED IN TENDER DOCUMENT

RESPECTIVE SUBWORKS PROVIDED ON n-Procure WILL HAVE SEPARATE LINE ITEM/ BOQ AS FOLLOWS:

- 1) UNIT PRICE EX WORK INCLUDING COST OF IMPORTED RAW MATERIAL/ COMPONENTS & CUSTOM DUTY THEREON PACKAGING/ FORWARDING ON FINISHED GOODS
- 2) PER UNIT FREIGHT UP TO PROJECT SITE BY ROAD WITH TRANSIT INSURANCE & ALL OTHER INSURANCES TILL HANDING OVER, LOADING & UNLOADING CHARGES AT SITE
- 3) INSTALLING, COMMISSIONING & FIELD PERFORMANCE TEST OF DISPENSERS

ALL **RATES ARE TO BE FILLED EXCLUSIVE OF GST.**

PRICE BID TO BE SUBMITTED ON n-PROCURE ONLY.

NO HARD COPY OF THE SAME SHALL BE SUBMITTED.



TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)



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Sr. No.	Item Description	Location	Unit	Qty.	Unit Price Ex work including cost of imported raw material/ components & custom duty thereon, Pkg./ fwd. on finished goods. Excluding GST	Per unit freight up to project site by road with transit insurance & all other insurances till handling over, Loading & Unloading charges at Site. Excluding GST	Per unit FOT site Price Excluding GST Col (6+7)	Total FOT Project site. Price Excluding GST Col (8x5)
					Rs.	Rs.	Rs.	Rs.
1	2	3	4	5	6	7	8	9
A	CAR DISPENSER							
1	Design, Engineering, Manufacturing, Inspection, Supply of PESO approved CNG DISPENSER as per scope of work defined in Tender Document.	VADODARA	NOS	34				
Sr. No	Item Description		Unit	Qty.	Unit Rate		Total Project Site Price exclusive of GST Col(6x5)	
1	2	3	4	5	6		7	
					Rs.		Rs.	
2	Installing, Commissioning & Field Performance test of Dispensers	VADODARA	NOS	34				
TOTAL (in Figures) (SOR Item No. 1+2) Excluding of GST in Rs.								
TOTAL (in Words) (SOR Item No. 1+2) Excluding of GST in Rs.								

	TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)	
TENDER DOCUMENT NO REPL/VGL/NGD/010/20		DATE: 12/01/21
		Rev. No- 00

Sr. No.	Item Description	Location	Unit	Qty.	Unit Price Ex work including cost of imported raw material/ components & custom duty thereon, Pkg. / Fwd. on finished goods. Excluding GST	Per unit freight up to project site by road with transit insurance & all other insurances till handling over, Loading & Unloading charges at Site. Excluding GST	Per unit FOT site Price Excluding GST Col (6+7)	Total FOT Project site . Price Excluding GST Col (8x5)
					Rs.	Rs.	Rs.	Rs.
1	2	3	4	5	6	7	8	9
B	COMBO(CAR-BUS) DISPENSER							
1	Design, Engineering, Manufacturing, Inspection, Supply of PESO (CODE) approved CNG DISPENSER as per scope of work defined in Tender Document.	VADODARA	NOS	1				
Sr. No	Item Description		Unit	Qty.	Unit Rate		Total Project Site Price exclusive of GST Col(6x5)	
1	2	3	4	5	6		7	
					Rs.		Rs.	
2	Installing, Commissioning & Field Performance test of Dispensers	VADODARA	NOS	1				
TOTAL (in Figures) (SOR Item No. 1+2) Excluding of GST in Rs.								
TOTAL (in Words) (SOR Item No. 1+2) Excluding of GST in Rs.								

	<p align="center">TENDER FOR PROCUREMENT OF CNG CAR AND COMBO DISPENSERS (ARC)</p>	
<p>TENDER DOCUMENT NO REPL/VGL/NGD/010/20</p>		<p>DATE: 12/01/21</p>