

| SL No | Tender Clause No   | Description of Tender Clause  | Pre Bid Query  | AGCL Remarks/ Reply/ Clarification  |
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| 1     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 01, Pg No 47 Basic Models             | Suitable for Unleaded Petrol and High-Speed Diesel (plain or mixed upto 20% ethanol or methanol mixed petrol & Bio diesel blending) Dispensers — Pressure type (Duo)  | As per Tokheim's understanding compatibility for 20% ethanol, 5% Biodiesel and 5 % Methanol blending is acceptable.  | Bidder's Understanding is Correct   |
| 2     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 08, Pg No 48 Filter pre-metering unit | Filter pre-metering unit: Pre- meter filter of 70-80 micron for diesel & 30-40 micron for petrol.   | It is recommended to opt for filter size of 70 micron for Petrol As well instead of 30-40 micron as the frequency of clogging of filter will be more in case we go for 40 micron filter for Petrol and also maintenance will increase. This practice is also accepted and followed in all the OMCs.  | Clause Changed, Refer corrigendum-2 |
| 3     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.3, Pg No 48 Accuracy                | +15 ml to -15 ml for 5-liter measurement.   | Noted , however the supplied fuel dispenser complies to OIML Accuracy Class of 0.5% . Accuracy stated can be demonstrated.   | Clause Changed, Refer corrigendum-2 |
| 4     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.3, Pg No 48 Accuracy                | The DU's must be confirming all existing laws of latest rules of legal meteorological department, dully certified by the competent authorities, applicable at the FAT and SAT.  | DU compliance shall be as per Prevailing guidelines/act at the time of bid submission. Tokheim India Pvt Limited (TIPL) is not responsible for any guidelines issued by legal metrology after bid submission. Any implementation on such changes will be based on the technical feasibility, cost, time and associated statutory approval thereof. | Clause Changed, Refer corrigendum-2 |
| 5     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.5, Pg No 49 Pressure Resistivity    | All rubber seals, metal parts, valves, moving parts and assemblies (with probability for coming in contact with fuel) shall be compatible with fuel given in clause 1 (MS, MS blended with up to 20% ethanol or methanol. HSD, mixed petrol & Bio diesel blending) shall be of suitable material, resistant to the above fuels.   | As per Tokheim's understanding compatibility for 20% ethanol, 5% Biodiesel and 5 % Methanol blending is acceptable.  | Bidder's Understanding is Correct   |
| 6     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.11, Pg No 49 Seals                  | All dynamic seals must be made of a MS, HSD alcohol & gas resistant compound.   | As per Tokheim's understanding compatibility for 20% ethanol, 5% Biodiesel and 5 % Methanol blending is acceptable.  | Bidder's Understanding is Correct   |
| 7     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 10.1, Pg No 49 Make                   | Only reputed make of Hoses having valid ATEX or UL or KHK certification, conforming to following specifications. Vendor to confirm with AGCL the make of hose before supplying  | We shall supply ATEX approved Jinkoh make hose .   | Bidder's Understanding is Correct   |
| 8     | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 10.3, Pg No 50 Type                   | High Hose with Single braid, Hard wall, (High Tensile Steel wire braided) suitable for petrol/diesel / 20% ethanol or methanol mixed petrol and Bio Diesel blending resistant hose, 4 Mtrs. Long, and fitted with reusable coupling with 360 degree single/double plane swivel at nozzle end for Duals. (UL /ATEX/KHK approved). For all MPDs where standard duty nozzles are used it shall have double pane swivel. Swivel joint warranty for 2 years, but will form a part of exclusions during the 8-year CAMC period. | As per Tokheim's understanding compatibility for 20% ethanol, 5% Biodiesel and 5 % Methanol blending is acceptable.  | Bidder's Understanding is Correct   |

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| 9  | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 12.7, Pg No 51 Specifications and Features | <p>The following features should also be available:<br/>         Nozzles must be equipped with a manually controlled operating device, which may incorporate (removable) integral latch to control the liquid flow.<br/>         Nozzle must be equipped with hand insulator or should use nonmetallic (warm) materials for customer contact point.<br/>         Nozzles must be constructed such that after shutting off, the nozzle will prevent drips of product on the forecourt<br/>         Nozzles shall be lightweight and easy to operate.<br/>         Nozzles shall be suitable for all types of Fuels including Blended Fuels for which the DU is in use.<br/>         Nozzles shall have 'Hold Open Device'<br/>         Nozzle shall have replaceable two piece spout<br/>         Nozzle should have a Flow lock design/safety valve.<br/>         Spout poppet should not be made of plastic.<br/>         Spout should have a shear groove<br/>         Hand Insulator should have badge for putting AGCL logo.<br/>         Nozzles should be cycle tested and proven to last longer than 1 lakh cycles in test lab.<br/>         Manufacturer should have facility in India to take care of after Sales Service to reduce the total cost of ownership. Nozzles must be repairable. Either on or off site.<br/>         Nozzles shall have Two Stage lever mechanism for +ve shut off.<br/>         Nozzles shall be compatible to E20 product confirming to appropriate UL / ATEX CE approval.<br/>         Suitable colour, shine and gloss, shall not be losing the colour/shine due to sun exposure.</p> | <p>Nozzle shall have replaceable spout with the same brand of nozzle for safety and operational efficiency as Nozzle Spout is specific to a particular make of Nozzle i.e. Spout of a particular make of nozzle cannot be interchanged with Spout of other make nozzle</p> <p>The length of the SS Tip should be min. 35mm so as to ensure higher life of Spout and lower Total cost of ownership for AGCL incase of only Standard Duty Nozzles</p> <p>Nozzles should be cycle tested and preferred to have 1million cycles in Test Lab</p> | Bidder's Understanding is Correct. |
| 10 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 14.1, Pg No 52 Type                        | Microprocessor based electronic register with 4 Display. - Amount, Rate, Volume and Density  | AGCL to note Tokheim uses Microcontroller and not Microprocessor for electronic register.   | Bidders understanding is correct   |
| 11 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 14.2, Pg No 52 Capacity                    | <p>Microprocessor processing speed to take care of higher delivery rates up to 100 lpm<br/>         Shall take care of DU Security levels Processor shall have capability to process multiple associated cards &amp; readers. Micro controller unit (MCU) used shall be capable &amp; have adequate speed and capacity. Processor shall have capability to process encryption &amp; decryption of the data communicated among the various cards and readers connected. Micro controller unit (MCU) used shall be capable &amp; have adequate speed and capacity as per the Encryption standards. Vendor to specify the details of processor used.</p>  | AGCL to note Tokheim uses Microcontroller and not Microprocessor for electronic register.   | Bidders understanding is correct.  |
| 12 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.1, Pg No 54 OTP Feature                 | Vendor shall have record of OTP's - For last 10 OTP's and for 12 Months of each OTP's and cross checking same on AGCL scope.   | Vendor shall have record of OTP's - For last 10 OTP's and for 12 Months of each OTP's and cross checking same on AGCL scope.  | Bidder's Understanding is Correct  |
| 13 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.1, Pg No 54 OTP Feature                 | OTP Features: OTPs should be DU specific (i.e. for each Metering Unit). Invalid tries of OTP are restricted to 3 entries, further entries will lock the DU. The same is valid for e- calibration / k factor.   | <p>As per Tokheim's understanding this is applicable for E-Calibration only.<br/>         We recommend to use the feature of locking the DU on 3 wrong OTPs only for E-calibration functionality. Using this feature for other hardware changes will have a lot of operational challenges where a situation may arise that DU would be locked permanently &amp; need to be sent back to factory for unlocking.</p>  | Tender conditions prevails         |
| 14 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.3, Pg No 54 PCB                         | <p>PCB cards should withstand noise level of 2Kv. Vendor has to guarantee declaration of all the PCBs should be of latest technology. All PCBs to bear Vendor's Company logo &amp; Identification mark. Each PCB shall have a unique visual Sr.No. to facilitate identification besides the soft sr.no. Any PCB replaced during the service shall also have this provision.</p> <p>Provision shall be available for storing the hardware history of changes / replacement made in any of the processor's boards of the DU.<br/>         Inspection of QA plan for the dispensing units and AGC and its authorized inspectors must be allowed to peruse the QA plans as well as the implementation of QA Plans for ERAs.</p>  | <p>Noted.<br/>         Tokheim will provide a unique visual sr no in QR code format<br/>         Tokheim will share QA plan with AGCL for recommendations, however, full ownership and implementation will reside with OEM</p>  | Bidder's Understanding is Correct  |

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| 15 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.4, Pg No 55 Back Up Time                 | Minimum back-up time shall be 15 minutes after power disruption to meet the power requirements of ERA and other related cards. This back up shall ensure ERA to process the functions such as data retrieval like ET readings and other audit trail functions. The above can be achieved either thru a battery backup or by providing super capacitor of reputed make (NEC or Equivalent). Vendor to specify the option between battery backup and Super capacitor   | Backup is only available for display using super capacitor. Backup for other ERA components not available since DU is without any battery. | Clause Changed, Refer corrigendum-2 |
| 16 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16, Pg No 55 Totalizer                      | Only Electronic Totalizer - The dispensing unit will have a Nonresettable & Tamper proof irreversible electronic totalizer. The display shall be in liters. The electronic totalizer can be read on key pad display by pressing suitable keys.<br>All Dispensing units shall be without EMT and necessary approvals of Legal metrology of indicating the same in their model approval shall be available. Only Electronic totalizers (ET) with LCD display are acceptable.<br>Adequate protections need to be provided in electronics against stalling of totalizer. In the event of stalling of totalizer by external means, such events will consider as tampering of DU. In the event of totalizer reading get stalled due to wrong design, such event will be considered as non-performance to the required standards, AGCL will have the right invoke PBGs and additionally claim damages from OEM for all the losses. OEMs will ensure to correct the design in all the DUs with in a months' time from date of notice from AGCL.  | Our understanding is that the totalizer counts can be seen on Keypad display, So no need for separate display on ET                        | Clause Changed, Refer corrigendum-2 |
| 17 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.8, Pg No 56 Preset Facility              | Minimum preset Amount = Rs.30 (this will have dependency on rate)  | Tokheim would like to propose minimum Rs. 10 preset for delivery.  | Clause Changed, Refer corrigendum-2 |
| 18 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.7, Pg No 56 Solenoid Valve               | Dual operated Solenoid valve for precise control of delivery for both Volume & Value Pre-set. The Solenoid valve shall have the approval of ATEX/UL/KHK. Vendor to specify the make.   | Tokheim will provide ATEX approved Shayri valve  | Bidder's Understanding is Correct   |
| 19 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 23.1, Pg No 59 Communication and Automation | All DUs when released from the factory shall be in manual mode. Provision shall be there to convert /switch over from standalone mode to automation mode at outlet through a higher- level password. Same is applicable in case from automation mode to Stand alone mode through the appropriate user level. How-ever, in case the outlet is automated, on receipt of automation signal from FCC, the DU shall switch over to Auto mode. Once the DU is in Auto mode, shall not revert to manual mode in case of power recycling or on failure of automation communication signal. All these events and logs of Mode changes shall get recorded along with Date and time stamp and other readings as part of "audit trail" and shall be printable The Dispensing Pumps should have latest version of Communication Protocol in line with International Automation Systems.<br>The pumps shall communicate with automation system thru a RS 485 communication port so that the automation system (forecourt controller / POS controller / Communication controller, etc) can effectively establish a two-way communication and data can be polled by the automation system. The unit shall have an RS 485 port for communication with POS/OPT/any Automation system. For makes that support Current Loop as the default mode of communication, one RS 485 port shall also be provided with an option to switch over to RS 485 or back to Current Loop (using jumper settings). The communication protocol of electronic register assembly shall be handed over to AGCL for its business use on signing Non-Disclosure Agreement. Also, the pump manufacturer shall provide technical support with respect to protocol, pump electronics to HPCL and / or its nominated automation partner, if required. The protocol must be robust, reliable and standard to support any automation system with start and stop byte, parity checks, baud rate, two-way communication, checksum for error correction, acknowledgement, etc. | We support only RS485 and not current loop.  | Bidder's Understanding is Correct   |
| 20 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 23.5, Pg No 60 Pulser Communication to ERA  | Communication Port shall remain protected when connected to FCC any make of FCC. If any local printers are installed at a later stage, then the communication to be established through a RS 232/RS 485 port and also these printers shall work irrespective of automation system is in place or not. The Printers should print receipts with a single button provided on the pump and there should be direct communication between pump controller and local printer through Rs 232/RS 485. The communication should be directly between the pump controller board and the local printer board, using RS232/RS485 to ensure receipt printing whether there is automation or not. The DUs working with Retail Automation System with FCC, the below data should be available from DU on request from POS through a standard proprietary /Industry practiced protocol (Following are minimum read and Write parameters required for the FCC Communication)  | As per Tokheim's understanding more than one key is required for printing transaction receipts.  | Clause Changed, Refer corrigendum-2 |

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| 21 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.2, Pg No 63 General and Features & Technical specification of Printer | <p>General and Features &amp; Technical specification of Printer is given below:</p> <ol style="list-style-type: none"> <li>1. Working environment: Temp- 0-50 c and Humidity 5- 85%</li> <li>2. Shall be Ultra-sized rack mounted</li> <li>3. Silent printing thru' direct thermal printing method</li> <li>4. High Speed – 50mm/Sec</li> <li>5. High Resolution – 230dpi;8dots/mm</li> <li>6. Easier paper loading with Auto paper loading</li> <li>7. Support text and graphic printing</li> <li>8. RS 485.</li> <li>9. Easy maintenance with self-diagnostics</li> <li>10. Saw tooth Cutter</li> </ol> <p>Make: Fujitsu, Seiko or equivalent</p>   | 2. The printer shall be panel mounted   | Clause Changed, Refer corrigendum-2   |
| 22 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.2, Pg No 63 General and Features & Technical specification of Printer | <p>TECHNICAL SPECIFICATIONS:</p> <ol style="list-style-type: none"> <li>1 Printing: Direct Thermal Printing</li> <li>2 Characters per line: 40 cpi</li> <li>3 Character Size: 9x24dots, 12x24dots</li> <li>4 Dimension: Shall be Compact in line with Std. Fujitsu models</li> <li>5 Interface: Serial (Rs – 232 C, 9600bps) / RS 485 and Parallel</li> <li>6 Print width: 2" ( 48 mm, 384 dots per line )- party to specify</li> <li>7 Printing Speed : 50mm/sec</li> <li>8 Paper supplied : Thermal roll paper</li> <li>9 Low/No paper sensor (Through indicator LED)</li> <li>10 Power: Shall work on appropriate Voltage so as to print receipt of last transaction on dispenser in the event of power failure.</li> <li>11. Low noise thermal printer.</li> </ol>   | 2) 32 cpi shall be provided<br>10) In case of power failure the receipt of last transaction on dispenser shall be printed only once the power is back on. | Clause Changed, Refer corrigendum-2   |
| 23 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.1, Pg No 62 General Features  | <p>Pumps should be fitted with Thermal Printer/s which shall be equivalent to the POS Printer of the Automation system. Min Two printers to be provided for each DU and Printers shall be able to print the output on selection of nozzle/ fueling side being operated with selected Nozzle no. to get printed in print output. For MPDs printers be in front face / side face of the dispensing unit. Printers shall be able to take in the input from any of the transactions delivered through any of the nozzle on corresponding fueling side by appropriate selection of Keypad commands from any of the preset pads. The RS 232/RS485 com port of the DU shall enable communication with printers. The printers is to be provided at 1.2m above Ground level.</p> <p>The duplicate copy (Second Copy) should indicate "Duplicate Copy" printed at TOP. The print output format shall include but not limited to the following:</p> <p>Name of the outlet &amp; address, Tel.nos, Date/Time of transaction, CST no/GST No/VAT nos, Vehicle no (Alpha numerical), Product name, unit Rate, no. of Lts, total amt. etc &amp; Thank you Come/Visit Again. AGCL shall provide its logo in B&amp;W to the successful bidder</p> <p>Printer should be able to print additional information in the receipt for density, pump/ nozzle no. &amp; attendant identification from automation system as and when required. Presently this information shall not be printed in case of non –automated RO. DU should have programmable facility to customize RO/ DU wise printing details out of above. Any item can be deleted/ added as per requirement.</p> | Print receipt format are pre-configured at factory level and there is no provision to add or delete any items at site level.                              | Clause Changed, Refer corrigendum-2   |
| 24 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.3, Pg No 64 Interfaces  | RS 485 connectivity to automation & Third-party equipment system (Dispenser to have separate communication ports - minimum 2 nos. (RS 485) for automation/ TP link up. Encrypted communication to Automation System for future to be kept ready in terms of system capability.   | Tokheim shall provide with 1 no's RS485 port .  | Agreed since printer is inbuilt and the only RS485 port that is being provided will be used for automation purpose. |

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| 25 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B Clause No 14, Pg No 36  | <p><b>Performance Security :- PERFORMANCE BANK GUARANTEE (PBG)</b><br/> <b>PERFORMANCE BANK GUARANTEE:</b><br/> (a) PBG for Supply Portion: Successful Bidder has to submit Performance Bank Guarantee (PBG) for the performance of the Bidders obligations. A single Performance (PBG) will have to be submitted by successful bidder for 10% of the total Basic Contract value valid for a period of 30 months from the date of dispatch (i.e. date of Lorry Receipt) of Last Lot of Dispenser Units with additional claim period of 06 months.<br/> (b) PBG for Maintenance portion: Successful Bidder will have to submit a fresh PBG for CAMC. The value of BG shall be 10% of total basic CAMC value for the Dispenser Units to Retail Engineering (O&amp;M). at least 1 – 2 months prior to the date of expiry of previous 10% PBG. This PBG will be valid for total 4 years to cover the AMC period against the Annual Maintenance Contract. The performance Guarantee, as mentioned above, will be required to be submitted along with the acceptance of rate contract within 15- days of award of contract.</p>  | Request to accept 3% BG submission instead of 10%.   | Clause Changed, Refer corrigendum-2 |
| 26 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 30, Pg No 21 | <p><b>30.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES:</b><br/> 30.1 Time will be of the essence of the contract.<br/> 30.2 In the event of the Successful Bidder’s default in maintaining the agreed delivery schedule set out in the order, AGCL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Bidder and make alternative arrangement at the discretion of AGCL in which case extra expenditure involved, will be recoverable from the Bidder and AGCL shall not be responsible towards such cancellation or any damage that may be incurred by the Bidder. The decision of AGCL shall be final and binding on the Bidder. 30.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5%. Should there be default on the part of the Bidder for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning &amp; Training (wherever applicable) successfully, AGCL shall have the right, in addition to the provisions under Clause 30.2 to invoke the Performance Security without causing any notice to the Bidder to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.</p> | in LD, delay on delivery on the maximum side should be 5%, not 7.5% need to review   | Clause Changed, Refer corrigendum-2 |
| 27 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 5, Pg No 34  | <p><b>DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:</b><br/> Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU’s against the POs shall be 30 days from the date of PO. The period of 30 days shall be calculated from the date of receipt of PO. Vendor shall deliver the Dispensers to the at AGCL Duliayan stores. Minimum lot size per PO shall be 20 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters. AGCL will not keep any inventory in the warehouse. Accordingly, vendors shall quote the freight charges in the price bids. The unloading of Dispenser units at delivery locations shall be in Bidder’s scope. Delivery FOR Duliayan Stores.</p>   | 6 weeks from the date of confirmed PO and transit time of 1 week. Request customer to place order in the multiple of 15 units , as one turck can accommodate upto 15 dispenser . | Clause Changed, Refer corrigendum-2 |

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| 28 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 23, Pg No 45 | <p><b>PENALTY</b><br/> Penalty against detection of tampering: Within Warranty Period: In the event of any kind of tampering (Hardware/Software/ External Chips/Change in circuitry system) happening in the intelligent electronic cards within warranty period, which can be attributed to the negligence of DU/MPD vendor by not providing tamper proof intelligent cards or should have been prevented by DU/MPD vendor, a penalty of 10% on the total value of Dispensing units Tender Contract (excluding CAMC value) will be levied. Vendor has to develop counter mechanism and upgrade it in all the DU/MPDs that were supplied with similar configuration / similar platform against this tender within six months of notice. Total Value of Dispensing Units shall mean the landed cost at supply point including all taxes and duties but excluding CAMC value for all the DUs for which PO is placed.<br/> Beyond Warranty Period and within CAMC period: In case the tampering (Hardware / Software/ External Chips/ Change in circuitry system) happens beyond warranty period, a penalty of 10% on the CAMC PO value (including all taxes) applicable during that financial year of incidence and for that model of dispensing units supplied against the concerned tender will be debited to the vendor. Vendor should ensure that all the tamper prone cards are replaced with cards having counter mechanism at all the DU/MPDs in a systematic manner within 6 months of notice from AGCL at no extra cost. The clause is also applicable in an instance where tampering re-occurs even after upgradation. This condition applies throughout the CAMC period. Bidder will not be responsible for fraud arising out of mechanical damage or physical changes made to the DU other than in electronic cards or by passing of the ERA for tampering. The term tampering of intelligent cards will be applicable where in there are (1) Unauthorized software modifications in DUs (2) Inserting foreign devices which are not part of standard equipment with an ill intended purpose to alter the accuracy of deliveries/ camouflaging event logs (3) Dispenser not meeting the functionalities mentioned in the tender etc. The term also applies in case Page 46 of 90 DUs/MPDs does not detect or throw evidence of tampering in intelligent electronic cards and continues to function without providing an event log or an error. Vendors have the option to upgrade dispensers once in three years (or even earlier) for strengthening it against tampering with no additional outgo to AGCL. However, such upgradation should be done with prior written communication to AGCL giving reason and justification for such upgrade</p> | This clause is not acceptable to the Bidder/OEM. The Dispensers shall be provided as per specification. In the event if there is tampering, Vendor shall not be held accountable since the Vendor has No control of the Dispensers sold and are only responsible for maintenance of the Dispensers. Further, the penalty clause and rectification is not acceptable. We will supply Dispensers in line with agreed specification. OEM cannot be held responsible for any kind of tampering by miscreants post sale of dispenser. Further, any upgrade required for any corrective measure (beyond agreed specifications) will be on chargeable basis (on AGCL's account) | Outcome of the court verdict will be accepted and carried forward accordingly |
| 29 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 27, Pg No 21 | <p><b>Indemnity and Insurance :</b><br/> 27.1 The Bidder/Seller shall defend or hold AGCL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.<br/> 27.2 The Bidder/Seller shall also defend and hold AGCL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation, of any plant hereunder.</p>  | Indemnity shall be given upto value of materail supplied for the particular site .   | Indemnity shall be limited upto the Total Contract value                      |
| 30 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 23, Pg No 46 | <p><b>Penalties against Maintenance Visits:</b><br/> Schedule by AGCL and agreed by the vendor + or - one-week for Preventive Maintenance Visits – During Warranty / CAMC Periods<br/> Penalty will be charged for not visiting the Retail outlet for preventive maintenance during the warranty /CAMC period. Penalty will be @ Rs 500/- per nozzle per day and will be restricted to an amount of Rs 5000/- per RO for lapse of each preventive visit.<br/> Applicable taxes on all penalty amounts shall be to vendors' account.<br/> Breakdown Maintenance Visits - During Warranty / CAMC Periods<br/> For any Dual DU irrespective of number of nozzles, the penalty (which is @ Rs 1000/- per nozzle per day) will be restricted to an amount of Rs 40000/- for the complete Dual DU, being non-operational for a period upto 120 days. However, beyond the period of 120 days the applicable penalty will be limited to the basic price of the Dual DU.<br/> The absence of authorized representative for Supervision of commissioning shall also attract penalty. The intimation regarding proposed date of commissioning of the DU to the authorized service provider shall be given by respective Divisional office two (02) weeks in advance. The penal realization shall be @ Rs.100 per nozzle per day. Applicable taxes on all penalty amounts shall be to vendors' account.</p>  | Request Rs. 100/- per nozzle per day. The penalty shall not exceed basic CAMC value of the quarter.  | Clause Changed, Refer corrigendum-2   |
| 31 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 5, Pg No 34  | <p><b>5. DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:</b><br/> Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU's against the POs shall be 30 days from the date of PO. The period of 30 days shall be calculated from the date of receipt of PO. Vendor shall deliver the Dispensers to the at AGCL Duliayan stores. Minimum lot size per PO shall be 20 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters.<br/> AGCL will not keep any inventory in the warehouse. Accordingly, vendors shall quote the freight charges in the price bids. The unloading of Dispenser units at delivery locations shall be in Bidder's scope. Delivery FOR Duliayan Stores.</p>   | Request AGCL to keep loading in their scope.   | Clause Changed, Refer corrigendum-2   |

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| 32 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 6.6, Pg No 13                    | <p><b>6.6 SAMPLES (When specifically called for in the tender):</b></p> <p>6.6.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating a) Bidder's name, address, contact Telephone No. &amp; Email address b) Tender No. and Bid opening Date c) Product Name d) Item No. of the tender</p> <p>6.6.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.</p> <p>6.6.3 Bidders who have been exempted from submission of tender sample through specific communication from AGCL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.</p>   | Need clarification on this clause. We don't submit any sample for bid.   | Clause stands deleted   |
| 33 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 15.3., Pg No 36                  | <p><b>15. WARRANTY:</b></p> <p>3. Vendor has to extend necessary supervisory assistance during commissioning and during stamping by Legal Metrology at no extra cost.</p> <p>1. During the warranty period and after commissioning of DU, preventive maintenance visits shall be undertaken by the vendor's service personnel. These preventive maintenance visits shall be scheduled @ 1 visit in a block of 2 months (i.e. Block of Jan-Feb, Mar-Apr and so on...). The gap between 2 preventive maintenance visits shall be minimum 30 days.</p> <p>2. There is no requirement of compulsory PM visits during warranty period, however vendor has to ensure that during this period at least one visit is made in every 6 months to verify the healthiness of the dispensing unit installed at retail outlets. The check list will be as per mutual agreed format.</p> <p>3. In addition, breakdown maintenance visits shall be undertaken by the vendor's service personnel during warranty period. <b>Time period for attending to breakdown complaints:</b></p> <p>☑ <b>Within 48 hrs from the time of the complaint.</b></p> <p>4. The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / COCO Manager and AGCL Officer.</p> <p>5. RO Dealer shall provide utilities viz. electricity, water, compressed air, etc for and during the maintenance of DUs.</p> <p>6. Any Penalty levied, as per provision of general or specific conditions of tender or agreement will be recovered along with applicable taxes.</p> | We request for 72 hrs .  | 48 Hrs prevails, Clause changed , Refer Corrigendum-2   |
| 34 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 6.8, Pg No 13                    | <p><b>6.8 VARIATION IN QUANTITY AFTER INVITATION OF TENDER:</b> In case of supply tenders, the tender can have a provision for variation of quantity at the time of placement of order up to +/- 20%.The bids, however, shall be evaluated based on the tendered quantity to decide the inter se ranking of the bidder.</p>   | Request customer to limit the variation upto +/- 10%.  | Clause Changed, Refer corrigendum-2   |
| 35 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16, Pg No 55 Totalizer                        | <p>Only Electronic Totalizer - The dispensing unit will have a Nonresettable &amp; Tamper proof irreversible electronic totalizer. The display shall be in liters. The electronic totalizer can be read on key pad display by pressing suitable keys.</p> <p>All Dispensing units shall be without EMT and necessary approvals of Legal metrology of indicating the same in their model approval shall be available. Only Electronic totalizers (ET) with LCD display are acceptable.</p> <p>Adequate protections need to be provided in electronics against stalling of totalizer. In the event of stalling of totalizer by external means, such events will consider as tampering of DU. In the event of totalizer reading get stalled due to wrong design, such event will be considered as non-performance to the required standards, AGCL will have the right invoke PBGs and additionally claim damages from OEM for all the losses. OEMs will ensure to correct the design in all the DUs with in a months' time from date of notice from AGCL.</p>  | We are proposing dispenser and electroinc totaliser as per tender technical specification and sealing approved by legal metrology. Any stalling of totaliser beyond the technical specification defined in tender, Tokheim is not responsible. | Bidders understanding is correct, however it may be noted that stalling of totalizer due to wrong design is considered as non- performance to required standards. It is asumed that bidders have proper fullproof design according to guidelines submitted by approved and appropriate authorities. |
| 36 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 37, Pg No 67 Approval references / Amendments | <p>1. Vendor to validate and provide all specifications and approvals as per the law of the land from time to time. (Right from Tendering to the supply).</p> <p>2. Vendor to keep the record of all supplied dispensing units including make, model, serial no, ARC no/PO no., date of supply, date of commissioning location and dealership name/RO code.</p> <p>3. In case of any modifications /changes in the specifications of the dispensing units under dispatch and already dispatched and commissioned, OEM shall intimate to AGCL along with the orders and the list of affected DU's therein. The OEM shall be responsible for implementing the required changes accordingly within the given time frame by the authorities concerned. The OEM shall keep the AGCL indemnified against any losses arising out of nonrenewal/ non-adherence of such statutory approvals/ laws of the land time to time. Amount of indemnification for such implications would be to the range of ARC/PO.</p> <p>4. Any major charges arising out of such changes in specifications by the authorities, post award of ARC would be considered mutually.</p>   | Vendor is not responsible for any implementation of any statutory guidelines.  | Tender conditions prevails and agreed by vendor   |
| 37 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 6.5, Pg No 13                    | <p><b>6.5 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):</b></p> <p>6.5.1 Whenever inspection by AGCL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the AGCL's approved Third Party Inspection Agencies in their area. AGCL reserves the right to inspect the material through any of the Third Party Inspection Agencies.</p>   | Tokheim requested to share list of third part inspection agency.   | Tender Condition Prevails , List of TPI agencies to be shared by AGCL later.  |

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| 38 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 14, Pg No 17      | 14.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, AGCL may at its discretion, extend the Bid Closing Date and/or time.  | Tokheim requested to extension upto 30th July 24 for Price-bid   | Please refer corrigendum -2   |
| 39 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 32, Pg No 22      | 32.0 DEFAULT:<br>32.1 In the event of a Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, AGCL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as AGCL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, AGCL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event AGCL shall have the right to terminate the Contract.   | Tokheim requested to extension of 3 month address the issue for contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract.  | Tender conditions prevail, agreed by Bidder                             |
| 40 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 33.5, Pg No 23    | 33.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday for a period of 2 years.   | Tokheim requested to extension of 3 month address the issue Unsatisfactory Performance.  | Tender conditions prevail, agreed by Bidder                             |
| 41 | MS/HSD Dispenser, Appendix- A2, Pg No 28  | Price Schedule Proforma - basic rate in figures  | Tokheim want clarification on GST for total quantities and basic rate for single quantities.   | Clarified by AGCL and understood by Bidder                              |
| 42 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 15.3., Pg No 36   | <b>15. WARRANTY:</b><br>3. Vendor has to extend necessary supervisory assistance during commissioning and during stamping by Legal Metrology at no extra cost.<br>1. During the warranty period and after commissioning of DU, preventive maintenance visits shall be undertaken by the vendor's service personnel. These preventive maintenance visits shall be scheduled @ 1 visit in a block of 2 months (i.e. Block of Jan-Feb, Mar-Apr and so on...). The gap between 2 preventive maintenance visits shall be minimum 30 days.<br>2. There is no requirement of compulsory PM visits during warranty period, however vendor has to ensure that during this period at least one visit is made in every 6 months to verify the healthiness of the dispensing unit installed at retail outlets. The check list will be as per mutual agreed format.<br>3. In addition, breakdown maintenance visits shall be undertaken by the vendor's service personnel during warranty period. Time period for attending to breakdown complaints:<br>☑ Within 48 hrs from the time of the complaint.<br>4. The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / COCO Manager and AGCL Officer.<br>5. RO Dealer shall provide utilities viz. electricity, water, compressed air, etc for and during the maintenance of DUs.<br>6. Any Penalty levied, as per provision of general or specific conditions of tender or agreement will be recovered along with applicable taxes. | Tokheim recommend preventative maintenance should be carried out once in 6 months.   | Clause Changed, Refer corrigendum-2                                     |
| 43 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.10, Pg No 39 | 16.2.10 The vendor shall ensure and certify that all components in the DU including Pulsar module and its sub-components are in order and no external fittings are present and no perceivable tampering is done.   | Tokheim wants to clarify that the mentioned certification is possible through visual inspection only. There is no guarantee, we can provide on sub-component.  | Bidder's Understanding is Correct with no perceivable tampering is done |
| 44 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.19, Pg No 40 | In case of damage due to voltage fluctuation, the vendor on first instance shall undertake the repairs and advise AGCL for remedial action. Any subsequent damage due to above shall be on AGCL account in case AGCL does not take the remedial action.  | Any damage due to voltage Fluctuation on AGCL account  | Clause stands deleted   |
| 45 |   | We have already completed TPI certification from approved TPIA as document verification for AGCL canceled tender and PQ was exactly same we should ask to consider same TPI certificate  | Tokheim want clarification to consider old TPI of last cancelled tender  | AGCL agrees to the bidder's request                                     |
| 46 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 8.0, Pg No 14     | 8.0 BID SECURITY (Applicable only in case of tenders wherever specifically mentioned):<br>Bidders shall submit EMD/Bid Security for the amount as indicated in Forwarding Letter in favour of Assam Gas Company Ltd. Payable at Duliagan, Assam, India, Pin-786 602.<br>a) Vide Govt. of Assam notification No.FEB.269/2017/27 Dtd. Dispur the 21st August 2019, EMD should be paid through online by logging into Govt. of Assam e-tendering website www.assamtenders.gov.in either online payment or NEFT/RTGS.  | Since the EMD amount is higher, we would request to allow BG against the EMD. This practice is followed by other OMCs like IOCL, HPCL, BPCL. Kindly confirm for us to initiate the BG against EMD for the value specified. | Clause Changed, Refer corrigendum-2                                     |



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| 47 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 9.2, Pg No 15    | 9.2 The amount of Performance Security and the date of expiry of the Performance Security shall be as indicated in the Purchase Order. The amount of Performance Security in case of Procurement of Goods shall be 10 % of order value (unless specified otherwise).  | This we understand is made 5% by Finance Ministry of Govt of India. 1. Refer Notification from Ministry of Finance dated 01.01.2024 - No. F.1/2/2023-PPD - Rule 171(i) - PBG stands revised to 5%.Thereafter PBG of 5% only on the contract value. | Clause Changed, Refer corrigendum-2   |
| 48 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No A.25, Pg No 08   | A.25 Working day: Means any day which is not declared to be holiday by the purchaser.   | Working Day should be as per the official holiday calender of the Govt. and not the purchaser.   | Bidder's Understanding is correct   |
| 49 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 6.2, Pg No 10    | 6.2 AGCL will place order on FOR (destination) terms. Offered rate should be kept firm through delivery/dispatch.   | In case the transportation prices are increased due to any event not attributable to the Vendor, the same should be considered and discussed mutually between the parties.   | Tender Condition Prevails   |
| 50 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 6.4, Pg No 12    | 6.4 STATUTORY VARIATION: Any statutory variation (increase/decrease) in the rate of GST/Custom Duty or any statutory levy after the closing date of tenders/reviced priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of AGCL subject to documentary evidence. However, any increase in GST/Custom Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.   | In case the delivery dates are extended for reasons attrributable to the Purchaser then such increase should be to the purchasers account.   | Only change in GST accepted.  |
| 51 | General Conditions of Contract for MS/HSD Dispenser, Annexure- A, Clause No 33.6, Pg No 23   | 33.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.  | Assignment should not give rise to termination of the Contract. The contract shall still be the same. As such requesting to remove the povision for a written consent. We shall inform in case of merger.  | Tender Condition Prevails   |
| 52 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 4, Pg No 34      | 4. The quoted rates should be firm for the entire contractual period and no escalation will be entertained on any ground at any stage.  | There should be a provision for price escalation in case such price increase is not attributable to the Vendor. HPCL has already introduced in their Recent DU Tender  | Tender Condition Prevails   |
| 53 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 13, Pg No 35     | 13. PAYMENT TERMS: The rate contract shall be finalized by AGCL Retail Business group against which the individual POs shall be placed. Payment to vendors shall be made on successful delivery of material within 30th day after the receipt of all bills/ invoices. Vendors shall have to submit the PBG equal to 10% of total basic contract value within 15 days of receipt of contract.  | In case payments are not made within time will the contractor be allowed to claim later payment interest. This is the same way as LD's for late delivery.  | Tender Condition Prevails   |
| 54 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 15.3.4, Pg No 37 | The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / COCO Manager and AGCL Officer.  | Most of the cases OMC officers are not available when the Preventive or Breakdown Maintenance is done. We therefore request you to accept the sign of Dealer /COCO Manager on the service report.  | Agreed to the bidder and Even soft form of the service report is acceptable |
|    | Special Conditions of Contract for   | 16.2 Tampering with Software/Hardware /Intelligence Card/Circuitry system/Communication system:<br>In the event of any kind of tampering Hardware or Software or External Chips or Change in circuitry system or manipulation in internal communication system happening in the intelligent electronic cards/parts within warranty period which attributes to change in volume or manipulations of price or volume reading on display, shall be attributed to the negligence of DU supplier/ vendor and should have been prevented by DU supplier/ vendor , a penalty of 10% on the total value of Dispensing units supplied till that time against this tender will be levied. Vendor has to develop counter mechanism and upgrade it in all the DUs (without any extra cost) that were supplied with similar configuration / similar platform against this tender within six months of notice from AGCL.<br>In case the tampering (Hardware/Software/External Chips/Change in circuitry system/Communication system) happens beyond warranty period which attributes to change in volume or manipulations of price or volume reading on display , a penalty of 10% on the CAMC PO value applicable during that financial year of incidence and for that model of dispensing units will be debited to the vendor .Vendor should ensure that all the tamper prone cards are replaced with cards having counter mechanism at all the DUs in a systematic manner within 6 months of notice from AGCL at no extra cost. This condition applies throughout the CAMC period.<br>Bidder will not be responsible for fraud arising out of mechanical damage or physical changes made to the DU other than in electronic cards or by passing of the ERA for tampering. The term tampering ofintelligent cards will be applicable where in there are | Any tamper in the DU should not be attribuatble to the Vendor. The DU is under the control of AGCL dealer and any tamper will  |   |

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| 55 | MS/HSD Dispenser, Annexure- B, Clause No 16.2, Pg No 37                                       | <p>1) Un authorized software modifications in DUs</p> <p>2) Inserting foreign devices which are not part of standard equipment with an ill intended purpose to alter the accuracy of deliveries/ camouflaging event logs</p> <p>3) Dispenser not meeting the functionalities mentioned in the tender etc. The term also applies in case DUs do not detect or throw evidence of tampering in intelligent electronic cards which attributes to change in volume or manipulations of price or volume reading on display and continues to function without providing an event log or an error. In case the tampering re occurs on the same technical area of a dispensing unit in a similar fashion even after up gradation during CAMC period, a penalty of 10% on the CAMC PO value applicable during that financial year of incidence and for that model of dispensing units will be debited to the vendor.</p> <p>Vendors have the option to upgrade dispensers once in three years for strengthening it against tampering with no additional outgo to AGCL.</p> <p>Definition of Intelligent Cards: Pulsar Card, Control Card/CPU/ERA, Display Cards, E Cal card, Key Pad Card, Printer or any other cards with in the dispensing unit which sends and receives data.</p> <p>All the pulser card communication to ERA shall be in secured and standard 256 Bit encryption with AES Type Duly Certified by CDAC or from any other Govt Approved Laboratory only. Internal circuitry system should have self-designed system to check integrity of eco system within interval of 30 minutes (Preferably when dispensing is not happening) and stop functioning of DUs if any addition/alteration in standard E Card, I/C, Chip or circuitry system or communication system which contributes to manipulate volume or rate being displayed/fueled/printed/stored in /displayed or dispensed through DUs.</p> | benefit only the dealer and not the OEM. As such the penalty in case of tamper on the Vendor is not justified in law or equity. MRPL in their recent tender has removed the 10% penalty on Tampering   | Refer Clause no 15 of Technical Specification. |
| 56 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.9, Pg No 39  | 16.2.9 Stamping of DUs: The vendor shall render all assistance in getting the units stamped. However, stamping fee/other statutory charges, any incidental expenses shall be outside the purview of CAMC. One authorized representative of the vendor shall necessarily be present at the time calibration and stamping of DU through W&M Deptt.   | We have a dedicated team to check for tampers. The FSE who will support the stamping on the ground does not have the tools to confirm if there is a tamper. As such any certification for no external fitting can only be confirmed post the stamping. | Bidders understanding is correct.              |
| 57 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.15, Pg No 39 | 16.2.15 The format should be printed in triplicate or soft copies e-mailed by the vendor in the form of a serial number booklet. The necessary certificate for completion of work for preventive and breakdown maintenance has also to be obtained and submitted to the Field Officer along with the bill.   | We have an online system for generating reports. There are no hard copies for the same. Request to accept the Service Report in soft form. All the OMCs in their recent tenders including AGCL has agreed for the same.                                | AGCL agrees to the bidder's request            |
| 58 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.19, Pg No 40 | 16.2.19 In case of damage due to voltage fluctuation, the vendor on first instance shall undertake the repairs and advise AGCL for remedial action. Any subsequent damage due to above shall be on AGCL account in case AGCL does not take the remedial action.  | Voltage fluctuation is on account of dealer not putting up the required standards in DG set or other requirements. The damage is not attributable to the Vendor as such the same shall be on a chargeable basis.                                       | Clause stands as deleted                       |
| 59 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.29, Pg No 41 | 16.2.29 Vendor to undertake that due to usage / malfunctioning of such Dispensing Unit, if any litigation / prosecution is initiated against Purchaser or its Dealer; or Assam Gas including its Chairman, Directors, Employees, Officers etc. incurs any loss, damages, expenses, cost, charges etc., Supplier at all times shall indemnify and keep Assam Gas Company Ltd indemnified therefore at all times whatsoever. Indemnification will be limited to the extent of the PO value.  | We have no contract with the dealer as such indemnifying the dealer will not be possible. Kindly remove delaer from this clause.   | Clause Changed, Refer corrigendum-2            |
|    |   | <p><b>PENALTY</b></p> <p>Penalty against detection of tampering:</p> <p>Within Warranty Period:</p> <p>In the event of any kind of tampering (Hardware/Software/ External Chips/Change in circuitry system) happening in the intelligent electronic cards within warranty period, which can be attributed to the negligence of DU/MPD vendor by not providing tamper proof intelligent cards or should have been prevented by DU/MPD vendor, a penalty of 10% on the total value of Dispensing units Tender Contract (excluding CAMC value) will be levied. Vendor has to develop counter mechanism and upgrade it in all the DU/MPDs that were supplied with similar configuration / similar platform against this tender within six months of notice. Total Value of Dispensing Units shall mean the landed cost at supply point including all taxes and duties but excluding CAMC value for all the DUs for which PO is placed.</p>   |  |  |

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| 60 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 23, Pg No 45       | Beyond Warranty Period and within CAMC period:<br>In case the tampering (Hardware / Software/ External Chips/ Change in circuitry system) happens beyond warranty period, a penalty of 10% on the CAMC PO value (including all taxes) applicable during that financial year of incidence and for that model of dispensing units supplied against the concerned tender will be debited to the vendor. Vendor should ensure that all the tamper prone cards are replaced with cards having counter mechanism at all the DU/MPDs in a systematic manner within 6 months of notice from AGCL at no extra cost. The clause is also applicable in an instance where tampering re-occurs even after upgradation. This condition applies throughout the CAMC period. Bidder will not be responsible for fraud arising out of mechanical damage or physical changes made to the DU other than in electronic cards or by passing of the ERA for tampering. The term tampering of intelligent cards will be applicable where in there are (1) Unauthorized software modifications in DUs<br>(2) Inserting foreign devices which are not part of standard equipment with an ill intended purpose to alter the accuracy of deliveries/ camouflaging event logs (3) Dispenser not meeting the functionalities mentioned in the tender etc. The term also applies in case DUs/MPDs does not detect or throw evidence of tampering in intelligent electronic cards and continues to function without providing an event log or an error. Vendors have the option to upgrade dispensers once in three years (or even earlier) for strengthening it against tampering with no additional outgo to AGCL. However, such upgradation should be done with prior written communication to AGCL giving reason and justification for such upgrade. | The Vendor gets no benefit from tampering. As such why will the Vendor be penalised for acts of the dealers. We are providing the DU as per the specification but tamperers are known to find ways around tamper. MRPL in their recent tender have already removed 10% Penalty on Tampering | Outcome of the court verdict will be accepted and carried forward accordingly |
| 61 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 5, Pg No 34        | 5. DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:<br>The unloading of Dispenser units at delivery locations shall be in Bidder's scope. Delivery FOR Duliujan Stores.   | Unloading of the Dispenser will involve Local Labour /Fork Lifts which is difficult for any OEM to arrange especially in the North Eastern states. We would therefore request you to remove this from Bidder Scope.   | Tender Condition Prevails   |
| 62 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 5, Pg No 34        | 5. DELIVERY SCHEDULE AND TERRITORY-WISE DISTRIBUTION:<br>Based on the actual requirements, call-offs (POs) will be issued by Company from time to time on the vendor for supply of DU. The delivery period for the supply of DU's against the POs shall be 30 days from the date of PO. The period of 30 days shall be calculated from the date of receipt of PO. Vendor shall deliver the Dispensers to the at AGCL Duliujan stores. Minimum lot size per PO shall be 20 in numbers. AGCL will, in a best endeavour basis, try to club orders into clusters. AGCL will not keep any inventory in the warehouse. Accordingly, vendors shall quote the freight charges in the price bids. The unloading of Dispenser units at delivery locations shall be in Bidder's scope. Delivery FOR Duliujan Stores.   | Delivery Period of 30 Days is too short as location is in North East where Transport Time is roughly between 25 to 30 days from South of India. We therefore request you to accept the delivery Period as 50 days instead of 30 days from the receipt of PO.                                | Clause Changed, Refer corrigendum-2   |
| 63 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 15.3, Pg No 36     | 3. Vendor has to extend necessary supervisory assistance during commissioning and during stamping by Legal Metrology at no extra cost.  | We understand by Supervisory Assistance during stamping means to provide Technical Support at the time of stamping at site. Kindly confirm if the understanding is correct  | Bidder's Understanding is correct   |
| 64 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 15.3, Pg No 36     | Point 1 : During the warranty period and after commissioning of DU, preventive maintenance visits shall be undertaken by the vendor's service personnel. These preventive maintenance visits shall be scheduled @ 1 visit in a block of 2 months (i.e. Block of Jan-Feb, Mar-Apr and so on...). The gap between 2 preventive maintenance visits shall be minimum 30 days.<br>OR<br>Point 2 There is no requirement of compulsory PM visits during warranty period, however vendor has to ensure that during this period at least one visit is made in every 6 months to verify the healthiness of the dispensing unit installed at retail outlets.  | Both Points are Contradictory to each other. Kindly let us know if you need compulsory Preventive Maintenance During Warranty or not.   | Clause Changed, Refer corrigendum-2   |
| 65 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 16.2.7, Pg No 39   | Payment to vendor:<br>(i) The Service report for completion of work for preventive and breakdown maintenance has to be signed by the Dealer / Manager and AGCL Officer and enclosed with bill submitted to AGCL Office for payment.<br>(ii) AGCL shall make all out efforts to make the timely payments within 30 days of submission of certified bills with proper reports. However, AGCL shall not be liable for any payment as demurrages on account of late payment for whatsoever reason.<br>(iii) AMC rates are per DU / per nozzle and the payment for AMC will be released every two months for the actual work done for the corresponding months.  | We have an online system for generating reports. There are no hard copies for the same. This is also followed by other OMCs as well. Hence request AGCL to accept the same.   | AGCL will accept soft copies of service report                                |
| 66 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 17.1.1.8, Pg No 42 | 17.1.1.8 AGCL further at its discretion during the currency of entire contract (Warranty+ CAMC) period may get the DU tested at any expert lab as decided by AGCL. Any deviations observed shall be dealt in accordance with the contract conditions; besides vendor shall be under obligation for implementing the corrective solution for all such applicable DUs at no extra cost & consequences to AGCL. For all such failures the entire testing costs shall be borne by Vendor.   | If AGCL feels they should get the DU tested at expert Lab before the start of the dispatches to avoid any confusion at later stage during the currency of contract. Request AGCL to agree on the same.  | Tender Condition prevails   |

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| 67 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 18, Pg No 43   | INSPECTION<br>a) 100% dispensers shall be offered for inspection to 3rd Party Inspection Agency (TPIA) appointed by successful bidder, from the approved TPIA list of AGCL.  | TPIA as per approved scope of inspection for 1 Dispenser per lot of 10 per type will be carried out by TPIA as per approved scope of inspection or 5% of the lot size whichever is higher as stated in the technical specification. Point 11 of SOW and SCC supercedes this clause  | Refer corrigendum -2   |
| 68 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 11, Pg No 35   | 11. Stage-wise inspection will be carried out by TPIA as per approved scope of inspection for 1 Dispenser per lot of 10 per type will be carried out by TPIA as per approved scope of inspection or 5% of the lot size whichever is higher as stated in the technical specification.   | It is not possible to provide Stage Wise Inspection in case of Dispensers. Hence request to make it Final Inspection  | Clause Changed, Refer corrigendum-2                                |
| 69 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 23, Pg No 46   | Penalties against Maintenance Visits:<br>Schedule by AGCL and agreed by the vendor + or - one-week for Preventive Maintenance Visits – During Warranty / CAMC Periods<br>Penalty will be charged for not visiting the Retail outlet for preventive maintenance during the warranty /CAMC period. Penalty will be @ Rs 500/- per nozzle per day and will be restricted to an amount of Rs 5000/- per RO for lapse of each preventive visit.<br>Applicable taxes on all penalty amounts shall be to vendors' account.  | There are already penalty charged for breakdown of complaints, Preventive maintenance is carried out for mainting healthy condition of dispenser. If there is laps then breakdown to complete within timeline which in vendor scope, for this delay already penlaty clause applicable . During CAMC Preventive Maintenance will be done as per schedule and the dates may be planned accordingly. We raise CAMC bills on the basis of Preventive Maitnenace so it is in our own interest for doing the Preventive Maintenance so Penalty on Preventive Maintenance has No meaning as it can be done on any date in that Preventive Cycle. There is a Penalty clause in the Breakdown Maintenance so the Penalty clause of warranty is not acceptable to us. Hence request not to consider for preventive visit penalty charges. | Refer Corrigendum -2   |
| 70 | SCOPE OF WORK (SOW) & SPECIAL CONDITIONS OF CONTRACT(SCC) - Clause 25                      | The absence of authorized representative for Supervision of commissioning shall also attract penalty. The intimation regarding proposed date of commissioning of the DU to the authorized service provider shall be given by respective Divisional office two (02) weeks in advance. The penal realization shall be @ Rs.500 per nozzle per day. Applicable taxes on all penalty amounts shall be to vendors' account.   | In the past with other OMCs we have found that our engineer has reached the site but had to go back after spending entire day at the RO due to dependancy on external factors like non availability of LM Inspectors for Stamping , Non Availability of OMC Contractors etc. Incase of AGCL if we come across such cases during the currency of contract the same will visit will be charged to AGCL @ INR 5000 per site per Manday.  | Clause not in Tender   |
| 71 | Special Conditions of Contract for MS/HSD Dispenser, Annexure- B, Clause No 24.3, Pg No 47 | 24.3 Alternatively, AGCL reserve the right to accept the materials beyond the delivery period, However the Bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 5%. Should there be default on the part of the Bidder for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, AGCL shall have the right, in addition to the provisions under Clause 30.2 to invoke the Performance Security without causing any notice to the Bidder to this effect. The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever. | PBG is given to confirm that the Supplied equipments are free from any poor workmanship and will perform in line with agreed specifications. We do not agree that it could be encashed for any reason the material is not delivered on time. It is also not the industry practice. You can impose penalty as specified by you incase of delayed delivery.   | Refer corrigendum -2   |
| 72 | Price Schedule   | BOQ  | Refer Columnn 7 , Kindly confirm if we need to enter the Basic Unit Rate with GST or Basic Unit Rate without GST. Currently if we enter a rate in BOQ under Column 7 as Basic Rate without GST , it updates the Column 14 i.e. Total Amount with Taxes  | Clarified by AGCL and understood by Bidder                         |
| 73 |  | 224 SDS Pressure (Island Oriented) (2Px2Hx4D DUTY - STD: STD — PRESSURE) with one Printer on each side- Heavy hoses and nozzles on all sides   | Please confirm if second product is MS or HSD at standard flow  | The details will be mentioned in the Purchase Order                |
| 74 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 2, Pg No 47 Configuration   | Lane oriented, Standard duty Preset pump with Electronic Register Assembly, displaying sale amount, quantity, density and rate along with inbuilt Thermal Printer.244 MPD (2PROD X 4H X 4 DISPLAY- SD MPD Units) Pressure Type with one Printer on each frontside- All hoses and nozzles shall be of Standard duty. MPD shall be compatible shall have provision to upgrade MPDs to inbuilt VRS system at a later date   | Please confirm if second product is MS or HSD at standard flow. VRS system for how many nozzles if second product is MS (Petrol)  | It can be both and the details will be mentioned in Purchase Order |

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| 75 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 6, Pg No 48 Rate Of Delivery   | Std Duty – 30 - 40 LPM<br>Heavy Duty – 60- 80 LPM  | Please note that the required LPM will be with one active nozzle   | AGCL agrees to the bidder's request   |
| 76 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 9.3, Pg No 48 Accuracy   | +15 ml to -15 ml for 5-liter measurement.  | Please note that the required accuracy will be demonstrated at 10 LPM  | Clause Changed, Refer corrigendum-2   |
| 77 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 10.8, Pg No 50 Break Away Coupling   | Reusable and reconnect able Breakaway coupling of suitable size (UL /ATEX/KHK approved) should be mounted at top canopy end /nozzle end with a hose. Vendor to specify the make. OPW (US/India)/ Elaflex/ Emco /Wheaton/ TATSUNO make.   | We will provide ATEX approved GVR Breakaway Coupling   | Bidder's Understanding is Correct   |
| 78 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 15.4, Pg No 55 Back up time  | Minimum back-up time shall be 15 minutes after power disruption to meet the power requirements of ERA and other related cards. This back up shall ensure ERA to process the functions such as data retrieval like ET readings and other audit trail functions. The above can be achieved either thru a battery backup or by providing super capacitor of reputed make (NEC or Equivalent). Vendor to specify the option between battery backup and Super capacitor   | During 15 min backup only last transaction data is displayed. Other functions such as data retrieval like ET readings and other audit trail functions can only be performed after power is restored.                                   | Clause Changed, Refer corrigendum-2   |
| 79 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.8, Pg No 56 Preset Facility   | Minimum preset volume = 1 Liter  | Can we not allow all possible values above volume mask and not place any restriction on customers  | Tender Condition Prevails   |
| 80 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.8, Pg No 56 Preset Facility   | Minimum preset Amount = Rs.30 (this will have dependency on rate)  | Can we not allow all possible values from min 1 Rs and multiples of the same. This will remove any restriction from customers  | Clause Changed, Refer corrigendum-2   |
| 81 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 16.8, Pg No 56 Preset Facility   | (in case of decimals, the amount is rounded to the nearest integer)  | Please note Decimal amount preset wont be accepted by DU   | Bidders understanding is correct. DU Shall not accept any Decimal amount preset |
| 82 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.2, Pg No 63 General and Features & Technical specification of Printer     | 10 Power: Shall work on appropriate Voltage so as to print receipt of last transaction on dispenser in the event of power failure.   | IN case for power failure DU will have 15 min backup and only last transaction data is displayed. Other functions such as data retrieval like ET readings and printing last transaction can only be performed after power is restored. | Bidder's Understanding Is Correct   |
| 83 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 25.4, Pg No 64 Local printing on DU printer with command from FCC/EQUIVALENT | Additionally, as an option if AGCL desires it should be possible to disable & disconnect local printing and connect the printer communication port directly to the FCC. In this case the print command to the DU Printer will be directly form the FCC & the DU Mother board will be totally by passed. The Print out will be with the POS transaction ID. The FCC will be integrated to the printer protocols. The Printer Driver Protocols & Communication port details shall be shared by the DU Vendor along with the DU protocols.<br>In case the automation system is not operative, printer shall continue to work independently and generate printout without the transaction ID issued by FCC. DU should be able to capture electronic totalizer reading as soon as DU goes out of automation system and switches over to manual mode with the password provision. DU should also be able to capture electronic totalizer reading as soon as DU comes back in automation system from manual mode operation. | Please note that motherboard will not be bypassed. The print command from FCC to printer will go through the motherboard   | Clause Changed, Refer corrigendum-2   |
| 84 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 47, Pg No 70 ERA Handling of Motor   | Pump Motor should not switch on before completion of segment check sequence. Pump Motor to switch off if no fuel is dispensed for duration up to 15 seconds for SD & HD (maximum). The period of time out shall be configurable downwards in stages of 5 seconds. Default setting will be 15 seconds. Log trail of this time out with timestamp should be available for the last 50 such events. The period of such time out shall be configurable at site through programmable keypad commands under a level of password protection. Repeated occurrence of such Time Out's to log an error, that is recorded such errors site shall be logged to pump error log memory. Last 20 errors shall be recallable on keypad display or printed as audit trail   | Please note default value will be 45 seconds configurable. 15 seconds is too low a time frame for pulse time out   | Clause Changed, Refer corrigendum-2   |

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| 85 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 33, Pg No 66 Electricals                               | <p>Appropriate provision for Earthing shall be provided within the dispenser, with provision to connect to the site earth pit. All key elements like Pulser, Motor, ERA, body including every gasketed element like the ERA doors etc shall be specifically wired / linked to the main earthing point on the DU. The DU earthing scheme shall be submitted separately along with the QAP. Motor Power supply in-comer shall be through a 2 pole MCB of suitable rating (recommended minimum 10 A, 250 V). Relay (SSR) driven switching desired for Motor. In addition to the MCB, a RCCB of suitable capacity shall be provided within the DU at each power in-comer. In addition ELCB and earthing relay for ensuring protection against earthing fault &amp; ensuring continuous earthing shall be provided. Note: MCB/ RCCB shall be mandatory for local safety on dispensers and enhance the life of electrical &amp; electronic components. This also helps in increasing the uptime for dispenser operation.</p> | <p>Please note MCB will be installed in Control Panel at Sales Room. This is to increase the operational efficiency as for E-Lock enabled Dispenser, in case of MCB and RCCB Tripping, it requires opening of the ERA Door through Override ONLY. This means that due to simple power fluctuation the DU will remain non operational for atleast 24 hours or until the service technician attends the DU</p> | <p>Clause Changed, Refer corrigendum-2</p> |
| 86 | Technical Specification for MS/HSD Dispenser, Appendix- B1, SN 34. ii), Pg No 67 ii) Provisions for Tag Reader fixing | <p>Provisions for Tag Reader fixing:</p> <ol style="list-style-type: none"> <li>1. Proper provisions for Tag Reader fixing to be made.</li> <li>2. Blanking plates to be provided on each side. Such plate to be of 150 mm x 150 mm OR 75mm x 75mm OR as per manufacturer's specification, should be removable to enable mounting of tag/ card readers with in the same area also specified as safe area by CCOE/ approving agencies and at a minimum height of 1200 mm from the ground level, (RFID reader will be mounted outside, in the sides of the DUs. Number of readers will be equal to the number of Active nozzles)</li> </ol>  | <p>Please note that Space would be provided on outer surface of panel for tag reader. No cut out/ blanking plates shall be provided</p>  | <p>AGCL agrees to the bidder's request</p> |