

TRIPURA NATURAL GAS COMPANY LIMITED

(A Joint Venture Company of GAIL, Govt. of Tripura & Govt. of Assam)



PROJECT FOR
CITY GAS DISTRIBUTION FOR TRIPURA

E - TENDER DOCUMENT FOR

**PROCUREMENT OF 08 NOS. OF CNG DISPENSER
FOR CGD PROJECT OF TNGCL, IN TRIPURA**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

E - Bid No.: TNGCL/C&P/Expn Proj/P(103)/CNG Dispenser/2018-19

VOLUME – I OF I

PREPARED AND ISSUED BY

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**TRIPURA NATURAL GAS COMPANY LIMITED
(TNGCL)**

CITY GAS DISTRIBUTION PROJECT

**COMMERCIAL TENDER FOR SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING OF CNG CAR DISPENSERS
FOR TNGCL**

E - TENDER DOCUMENT NO - TNGCL/C&P/Expn Proj/P(103)/CNG Dispenser/2018-19

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TRIPURA NATURAL GAS COMPANY LIMITED (TNGCL)

CITY GAS DISTRIBUTION PROJECT

**SUPPLY OF CNG CAR DISPENSERS IN THE STATE
OF TRIPURA**

SECTION-I

INVITATION FOR BIDS (IFB)

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SPECIAL CONDITIONS OF
CONTRACT

TNGCL/C&P/Expn Proj/P(103)/CNG
Dispenser/2018-19

LIMITED DOMESTIC COMPETITIVE BIDDING

INVITATION FOR BIDS

FOR

SUPPLY OF CNG CAR DISPENSERS

1.0 INTRODUCTION

1.1 Tripura Natural Gas Company Limited (TNGCL), a joint venture company of GAIL (India) Limited, Govt. of Tripura & Govt. of Assam, is executing Project for CNG and City Gas Distribution in the State of Tripura.

1.2 Tripura Natural Gas Company Limited (TNGCL), (hereinafter referred as Purchaser), is planning to augment & develop City Gas Distribution Network in the State of Tripura for serving consumers of various sectors namely domestic, commercial, industrial & automotive.

2.0 BRIEF DESCRIPTION OF PROJECT

2.1 TNGCL intends to extend the CNG facility by constructing new CNG stations to ensure uninterrupted supply of natural gas to automobile consumers in the state of Tripura.

3.0 BRIEF SCOPE OF WORK

3.1 Design, Engineering, Manufacturing & Shop Assembly, Inspection, Testing at works, Supply, Transportation, Unloading, Installation, Erection and Commissioning including Performance Acceptance Test of CNG Car Dispensers as defined in the Tender document, inclusive of erection & commissioning spares along with provision of OPC communication port for SCADA connectivity.

Sl. no. MR	Description	Qty in Nos.
	Manufacture, Inspection, Testing, Supply, Transportation, Unloading, Installation, Erection and Commissioning of following Car Dispensers	
1.0	Car Dispensers, with Dual arm, capacity \geq 15 kg/min (each arm), along with all necessary accessories	08

Note:

1. The quantities mentioned above are indicative and are for evaluation purpose only. TNGCL reserves the right to change the quantity of any or all items before issue of order.
2. For detailed technical Specifications, technical volume II of II to be referred.

4.0 SCHEDULE FOR SUPPLY OF STORES / WORKS

4.1 All Dispensers shall be supplied & commissioned as per schedule given below,

Supply: Within 12 weeks from the date of Fax of Intent (FOI) on FOT TNGCL's Store/ Site Agartala, Tripura

Installation, Testing & Commissioning: Within 15 days from the date of intimation by TNGCL for each Dispenser.

Note:

After commissioning of CNG Car Dispensers, Performance Acceptance Test will be carried out as per technical specifications.

For applicability of PRS, date of receipt of dispensers at TNGCL's store / site at Agartala (Tripura) shall be considered.

5.0 BID EVALUATION CRITERIA

5.1 Technical

- a) Bidder shall be a regular manufacturer or an authorized representative of manufacturer for Dispenser handling CNG. The valid documentation that the bidder is a Manufacturer or an authorized representative of manufacturer should be submitted along with the bid, the document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp.
- b) Bidder shall have valid PESO license for the quoted make and model. The copy of PESO License should be submitted along with the bid, the document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp.
- c) Bidder shall have valid Type approval of CNG Dispenser for quoted make and model. Type approval certificate should be submitted along with the bid, the document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp
- d) Bidder shall have the License to manufacture as per the Legal Metrology Act/Rules as amended up to date. The copy of License should be submitted along with the bid, the document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp
- e) Bidder shall have the License for Repairs and Maintenance as per the Legal Metrology Act/Rules as amended up to date. The copy of License should be submitted along with the bid, the document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp.

If the bidder does not have the License at the time of bid submission, the bidder shall submit an undertaking to obtain the License from the Legal Metrology department, in case the order is awarded to them.

- f) The bidder should have engineered, manufactured, assembled, tested and supplied from proposed facility at least 4 Nos. of CNG Car Dispenser identical or validly similar to technical specifications given in the tender in past Five years in any Indian CGD Company and same must be satisfactorily operating for not less than 8000 hours each as on the bid due date.

Reference list of similar project executed in last 5 year with at least the details of Purchase Order, Client name, Completion status etc. Purchase order (PO) copy

Furnish Approved P&ID, Inspection Certificates/ Dispatch Clearance / End-user certificate/ Performance Certificates from clients etc. (having cross-reference to

Purchase Orders). Without these documents the Offer shall not be evaluated. The document should be duly certified / attested by Govt. Notary & Chartered Engineer with legible stamp

g) The bidder shall have single point responsibility for supplying, installing & commissioning of dispenser. One Undertaking on bidder letter head in this regard should be submitted along with tender document.

In absence of requisite documents, TNGCL reserve the right to reject the bid without making any reference to the bidder.

5.2 FINANCIAL [BEC]:

[B]: BID EVALUATION CRITERIA

1) Bidders must have a annual turnover of Rs.53,82,540.00/= as per their audited financial results in at least one of the any three immediate preceding financial years; that is 2015-16, 2016-17 & 2017-18.

The bidder should provide copy of audited balance sheet, Loss of Profit in any of the 3 preceding financial years as stated above. The submitted Balance Sheet should be duly certified / attested by Govt. Notary and Chartered Engineer with legible stamp.

2) Bidder should have positive Net Worth for the preceding audited financial year.

3) Bidder should have minimum working capital of Rs. 10,76,508.00 [Rupees Ten Lac Seventy Six Thousand Five Hundred Eight Only] as per the last audited financial year i.e. 2017-18

If the Bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth of not less than Rs. 100 (Hundred) crore confirming the availability of Line of Credit for at least Rs. 10,76,508.00 [Rupees Ten Lac Seventy Six Thousand Five Hundred Eight Only]

EVALUATION METODOLOGY

Techno Commercially acceptable bidders offer shall be evaluated based on BEC criteria and the price bid of all techno commercially acceptable bidders will be opened in presence of bidders representative. The price bid will be duly evaluated including taxes & duties applicable etc. The work shall be awarded to lowest quoted bidder.

g) BID VALIDITY

Bid should be valid for One Hundred &twenty (120) days from the date of scheduled bid submission.

h) DETAILS OF BID DOCUMENTS

1	Type of Enquiry	Limited Domestic Competitive Bidding Basis
2	Tender Document Number	TNGCL/C&P/Expn Proj/P(103)/CNG

	Date of Issue	Dispenser/2018-19
3	Bid document fee(Non-refundable)	Not Applicable
4	Pre bid meeting at TNGCL's office, Agartala	On 13.03.2019 at 15:00 Hrs.
5	E - Bid Submission due date and time at TNGCL's e-Portal	Up-to 15.00 Hrs. on 29.03.2019
6	Un-Priced bid opening date and time at TNGCL's e-Portal	At 16.00 Hrs. on 29.03.2019
7	Place of Bid Submission	https://tngcl.eproc.in

DOWNLOADING OF TENDER DOCUMENT

The entire tender document has been web hosted at www.tngcl.com and www.tngclonline.com websites for the view/ participation of the eligible bidders. Bidder meeting the Bid Evaluation Criteria and intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified.

BID SECURITY

- a. All bids must be accompanied by a bid security amount Rs. 2,69,130.00 (Rupees Two Lacs Sixty Nine Thousand One Hundred Thirty only).
- b. Bid security shall be either in the form of banker's demand draft in favour of **Tripura Natural Gas Company Ltd.**, payable at **Agartala (Tripura)** or bank guarantee from any Nationalised/ Scheduled Indian Bank as per pro-forma attached in the Tender document. The bid security should be submitted to TNGCL on or before Bid Due date. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 180 days from scheduled date of bid submission.

i) PRE-BID MEETING

- a. The bidder(s) or his official representative are requested to attend the pre-bid meeting so that their queries, if any, related to the tender document and scope of work can be addressed. Meeting will take place at TNGCL, Shilpa Nigam Bhawan, Khejurbagan, P.O – Kunjaban, Agartala, Tripura West, 799006 (India) on date and time mentioned in clause no. 7.4 above. Bidder (s) queries if any, must reach Purchaser office at least two days prior to pre-bid meeting date.
- b. Non-attendance of the pre-bid meeting shall not be cause of disqualification of the bidder.

j) ZERO DEVIATION BIDS

- a. This is a ZERO deviation bidding process. Bidder is to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

k) GENERAL

- a. TNGCL will not be responsible for cost incurred in preparation and delivery of bids, regardless of the conduct or outcome of the bidding process.

- b. Bidder should not be under liquidation, court receivership or similar proceedings.
- c. Bidders shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices
- d. Bid document is non-transferable. Bids received from bidders to whom information has been sent by Purchaser regarding web hosting of tender document will be considered. In addition, other bidders, who meet the requirements of bidding document including Bid Evaluation Criteria (BEC) are also eligible to quote.
- e. Bidder shall submit the declaration that it is not banned / put on holiday / put on hold by any Government / PSU or CGD firm.
- f. Bidder shall submit the declaration that it has not been convicted by any court of law in last 5 years reckoned from bid due date.
- g. Purchaser (TNGCL) reserves the right to increase or decrease the scope of work of bidders before or after award of work
- h. TNGCL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- i. No extension in the bid due date/ time shall be considered on the account of delay in receipt of any document.

For & On Behalf of Tripura Natural Gas Company Ltd

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**TRIPURA NATURAL GAS COMPANY LIMITED
(TNGCL)**

CITY GAS DISTRIBUTION PROJECT

**SUPPLY OF CNG CAR CNG CAR DISPENSERS IN
THE STATE OF TRIPURA**

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDER

DEFINITIONS:

a. C1 India Private Limited:

Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.

b. TNGCL e-Procurement Portal:

An e-tendering portal of Tripura Natural Gas Company Limited ("TNGCL") introduced for the process of e-tendering which can be accessed on <https://tnocl.eproc.in>.

Pre-requisites:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of TNGCL. Bidders can see the list of licensed CA's from the link www.cca.gov.in
C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- (ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the TNGCL e-Tendering Portal (<https://tnocl.eproc.in>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the TNGCL e-Tendering Portal (<https://tnocl.eproc.in>)
- (iv) For helpdesk please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- (v) Participant are requested to email their issues to helpdesk at tnoclsupport@c1india.com This will help serving the participant better
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the TNGCL e-Tendering Portal (<https://tnocl.eproc.in>)
- (vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- (viii) To participate in bidding, the bidder has to pay Tender Processing Fee as mentioned below (Non-refundable) through online mode (internet banking/debit card/credit card) to M/s C1 India Pvt. Ltd.

Slab of Tender Value	Base Amount of Processing Fees	GST	Final Amount of Processing Fees including GST to be paid by bidder
Tender Value Rs. 1,00,00,001 to 02.00 Cr.	10750.00	18%	12685.00

- (ix) It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s Tripura Natural Gas Company Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

INTRODUCTION

SCOPE OF BID

The Purchaser/ Owner/ Owner's representative as defined in the General Conditions of Contract– Goods invites sealed bids for **Supply, Installation, Testing and Commissioning of CNG Car Dispensers** in the State of Tripura as mentioned in the tender document.

The bidding document specifies the scope of work, terms and conditions.

All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.

The successful Bidder will be expected to complete the Scope of work within the period stated in Special Conditions of Contract.

Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/ tendered”, “bidding/ tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

ELIGIBLE BIDDERS

Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.

Pursuant to Bid Evaluation Criteria specified in Invitation for Bids (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid Evaluation Criteria.

The Bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted.

This Invitation for Bids is open to any bidder.

Bidder shall not be affiliated with a firm or entity:

- i. That has provided consulting services related to the work to the Purchaser during the preparatory stages of the works or of the project of which the works form a part.
- ii. That has been hired by the Purchaser as Engineer / Consultant for the contract.

The Bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB Clause 38.0.

The Bidder is not put on holiday/ banned by TNGCL or TE or put on holiday/ banned by any Government Department/ Public Sector on due date of submission of bid. If documents are downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC), bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser / Consultant shall be final and binding on the bidder.

Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the PURCHASER/Consultant will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ONE BID PER BIDDER

Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

Alternative bids are not acceptable.

SITE VISIT

Deleted

THE BID DOCUMENTS

CONTENT OF BID DOCUMENTS

The bid documents hosted on TNGCL and Tractebel websites are as stated below and should be read in conjunction with any addenda/ corrigenda issued in accordance with clause no. 8 of ITB.

Volume I of II - Commercial Section consisting of:

Section-I: Invitation for Bids (IFB)

Section-II: Instructions to Bidders (ITB)

Section-III: General Conditions of Contracts (GCC)

Section-IV: Special Conditions of Contracts (SCC)

Section-V: Forms and Formats

Section-VI: Schedule of Rates (SOR)

Volume II of II - Technical Section (Technical specifications & Drawings etc.)

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

CLARIFICATION ON BID DOCUMENTS

A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Purchaser / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Purchaser's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on website <http://www.tractebelindia.com> and <http://www.tngcl.com>, before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

AMENDMENT OF BID DOCUMENTS

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

Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the website as mentioned in clause-7.0 above, before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

All the bidders are advised to visit TNGCL's websites from time to time to get updated information/ documents.

PREPARATION OF BIDS

LANGUAGE OF BID

The bid prepared by the Bidder as well as all correspondence/drawings and documents relating to the bid exchanged by Bidder and the PURCHASER shall be written in English language. 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.

In the event of submission of any document/ certificate issued by the Bidder in a language other than English, English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder along with the bid.

DOCUMENTS CONSTITUTING THE BID

The E - bid prepared by the Bidder shall comprise the following components:

Un-priced Techno-commercial bid along with the completed Bid Forms in accordance with the tender documents as attached in Section-V of bid document.

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;

Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

E - Price Bid having Schedule of Rates (SOR) filled up in accordance with tender.

Bid security furnished as per tender requirement.

Complete set of bid documents duly signed and stamped on each page.

BID PRICES

The bidder shall quote bid Prices on the appropriate format for "Schedule of Rates" enclosed as part of bidding document.

Unit price quoted by the bidder shall remain firm, fixed, and valid till completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions in clause 11.7.5 of ITB.

Within the contractual delivery period, if any new taxes and or duties come into force from the Indian Central/State Government Authority, the same will be reimbursed by Purchaser against documentary evidence to the bidder.

The bidder shall quote the price for items in the Schedule of Rate after careful analysis of cost involved for the performance of complete work and Scope of Supply after considering all parts of the Bidding Document.

In case, any activity though specifically not covered but is required to complete the work as per scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost to be incurred for such activity.

Bidder to note that Purchaser will issue ROAD PERMIT (IF ANY)

Bidders are required to provide GST invoices in all cases which shall be raised as per the details provided in detailed order/ Letter of Acceptance to be released to the Successful Bidder by Purchaser.

Bidders shall indicate the following as per SOR:

Unit FOT Dispatch point price including packing & forwarding but excluding taxes and duties on finished goods. The prices shall also be inclusive of all costs as well as duties and taxes paid or payable on components, raw materials, bought out materials and consumables incorporated or to be incorporated in the goods.

Taxes and duties (rates & amount) which will be payable on the finished goods, if this contract is awarded.

Separate charges for inland transportation from dispatch point to Purchaser's storage facility at Agartala including Octroi /Entry tax, unloading & transit insurance.

Bidders to note that the materials if ordered against this Bidding Document are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Purchaser.

The bidder shall indicate GST as applicable on Transportation charges.

GST will be payable on the finished goods and GST on Transportation charges will also be payable, if this contract is awarded. The statutory variation in GST on finished goods and GST on Transportation, if applicable, within the contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Purchaser.

BID CURRENCIES

Bidders shall submit bid in Indian Rupees only.

PERIOD OF VALIDITY OF BIDS

The bid shall remain valid for acceptance for One Hundred & twenty (120) days from the bid due date. Bid valid for a shorter period is liable to be rejected being non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser/ Consultant may request the Bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (sent by fax/ post/ e-mail). A Bidder may refuse the request without forfeiture of his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security (without any additional cost to Purchaser) for the period of bid validity extension and in accordance with ITB clause 14.0 in all respects.

BID SECURITY

The bidder shall furnish, as part of his bid, a bid security in the amount specified in the IFB.

The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the bid security's forfeiture, pursuant to ITB Clause -14.9

Bidders will submit bid security in Indian Rupees.

The bid security shall be in the form of Demand Draft/ Banker's Cheque in favour of Tripura Natural Gas Company Limited payable at Agartala, Tripura(issued by Indian Nationalized / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of Tripura Natural Gas Company Limited as per Format F-4.

TNGCL shall not be liable to any bank charges, commission or interest on the amount of bid security.

In case bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian Scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs.100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for sixty (60) days beyond the validity of the bid as specified in Clause 13.1 of ITB i.e. 180 days beyond deadline for bid submission.

Any bid not secured in accordance with ITB clause 14.1 and 0 shall be rejected by Purchaser as non-responsive.

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

The successful Bidder's bid security will be discharged upon the Bidder's accepting the Order, pursuant to ITB Clause 35.0 and furnishing the Contract Performance Guarantee pursuant to ITB Clause 37.0.

The bid security may be forfeited:

In the case of a Bidder:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to TNGCL during the validity period or any extension of the validity duly agreed by the Bidder

In the case of a successful Bidder, if the Bidder fails:

- a) to accept the Notification of Award in accordance with clause-35 of ITB
- b) to accept the arithmetic corrections pursuant to clause-27 of ITB
- c) within the specified period:
 - i.) to sign the Contract and
 - ii) to furnish the Performance Guarantee in accordance with Clause-37 of ITB

PRE-BID MEETING

The bidder(s) or his designated representatives are invited to attend a pre-bid meeting which will take place at TNGCL's office at Agartala (Tripura) on the date & time mentioned in IFB.

The purpose of meeting will be to clarify issues related to tender on any matter that may be raised at that stage.

A prospective bidder requiring any clarification of the Bidding Documents may notify TNGCL in writing or by fax/e-mail/post at TNGCL's mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/ clarifications will be transmitted in accordance with following sub clauses.

TNGCL will respond in writing to any request for clarification of the Bidding documents, which it receives at least 02 (two) working days before the Pre-Bid meeting date. Written copies of TNGCL response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause-6.0 of ITB before the bid due date.

Any addendum/ corrigendum/ clarifications to bidders query thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6 and shall be hosted on the websites as defined in clause 7.0 above and will be informed to bidders as per clause-8.2 above.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

FORMAT AND SIGNING OF BID

The Bidder shall prepare an original and the number of copies of the bid as required in the tender, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the one marked as original shall govern.

The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

Any interlineations, erasures, or corrections shall be valid only if the person or person signing the bid initials them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

ZERO DEVIATION

Bidder to note that this is a zero deviation tender. Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Works), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bid. Bids with any deviation to the bid conditions shall be liable for rejection. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.

Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be liable to be rejected without any post bid reference to the bidder. However PURCHASER reserves the right to take the final decision in this regard, without assigning any reason.

Bid Price as per clause-11.0 of ITB.

Bid Document fee -Deleted

Bid Security/ EMD as per above clauses

Scope of Work as per IFB and as specified in Bid document

Technical specifications

Schedule of Rates

Payment Terms

Delivery Schedule

Period of Validity of bid

Price Reduction Schedule

Acceptance to Performance Bank Guarantee format and acceptance to submit the same in case of award Guarantee

Arbitration / Resolution of Dispute

Force Majeure

Applicable Law

Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause will lead to rejection of the bid.

In case Bidder stipulate deviations, Purchaser/ Consultant have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency.

PREPARATION AND SUBMISSION OF BIDS

PREPARATION OF BIDS

Techno-commercial/ Un-priced Bid shall contain one original and one copy of the following:
All of this document should be uploaded in our e-portal

- i. Covering letter
- ii. Bidder's General Information Form F-1
- iii. Bid Form F-2
- iv. Documents as per Form F-3.
- v. Copy of SOR (Schedule of Rates) with prices blanked out mentioning "Quoted/Not Quoted" against each item
- vi. Bid security in accordance with clause no.14 of ITB & as per Form F-4
- vii. Letter of Authority in favour of any one or two of Bidder's executive having authority to attend bid opening as per Form F-5

- viii. No deviation Form F-6
- ix. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement
- x. Details of similar work done during last 7 years as per Format F-8.
- xi. Duly signed and stamped Format F-9 pertaining to Proforma for Bank Guarantee for Contract Performance Guarantee.
- xii. Check List as per Form F-10
- xiii. Declaration as per Format F-11.
- xiv. Financial Capability of bidder as per Format F-13 -VOID.
- xv. **Power of Attorney** in favour of person (s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the Bidder and any consequence resulting due to such signing shall be binding on the Bidder. POA Should be on Non Judicial Stamp Paper of Rs. 100.00
- xvi. Documents for meeting BEC as defined in IFB

Part – II Price Bid: Price Bid should be fillup on line, on TNGCL's e-portal

SEALING AND MARKING OF BIDS

Bid Security: Original and copy shall be sealed in separate envelopes clearly superscribing "Original" or "Copy" as the case may be. These envelopes shall be further sealed as detailed hereunder.

Techno Commercial Un-priced Bid: Original of Techno-commercial Un-priced Bid and the envelope containing Original Bid Security shall be sealed in one separate envelope superscribing "Techno-commercial Un-priced Bid – "(Item / package name)" (Tender Document No. .)" "Original". Copy of Techno-Commercial Un-priced Bid along with envelope containing copy of Bid Security shall be sealed in separate envelopes superscribing ["EMD / BID SECURITY FOR THE TENDER No.....] should be submitted to TNGCL on or before bid submission date OR Within 07 days from the date of bid submission.

DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Consultant at the address specified above ,not later than the time and date specified in the tender documents.

The PURCHASER/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the PURCHASER and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission (but before the deadline for submission of bids), provided that written notice of the modification, including substitution or withdrawal the bids, is received by the PURCHASER/Consultant prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

No bid shall 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 may result in the Bidder's forfeiture of its bid security.

OPENING AND EVALUATION OF BIDS

OPENING OF BIDS BY THE PURCHASER/CONSULTANT

Un-priced Techno-Commercial Bid Opening

The Purchaser/Consultant will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in the Tender. The Bidders' representatives, who are present, shall sign bid opening statement evidencing their attendance.

The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security 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 the time of bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.

Bids (and modifications) 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 / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

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

CLARIFICATION OF BIDS

During evaluation of the bids, the PURCHASER / Consultant may, at its discretion, ask the Bidder for a clarification of its bid through email only at e-mail ID mentioned in Form F-1. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS

Techno-Commercial Bid Evaluation

The Purchaser/ Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Purchaser/ Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

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

The Purchaser/ Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Purchaser/ Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

The Purchaser/ Consultant 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 Bidding Documents. In order to reach such a determination, the Purchaser/ Consultant will examine and compare the technical aspects of the bids on the basis of the information provided/ supplied by the bidders, taking into account the following factors:

- i. Bidder's qualification on meeting Bid Evaluation Criteria (BEC).
- ii. Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

- iii. Overall completeness and compliance with the other terms & conditions included in the bid document. The bid that does not meet acceptable standard of completeness, consistency and detail will be rejected as non-responsive,
- iv. Requisite FORMS containing all necessary information as required in bid document and other documents as per ITB clause no. 2, 10 & 18.
- v. Any other relevant factor, if any that the Purchaser/ Consultant deems necessary or prudent to be taken into consideration.

PRICE BID OPENING

The Purchaser/ Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

The Purchaser and Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidder's representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

The bidder's name, prices, and such other details as the Purchaser/ Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

ARITHMETIC CORRECTIONS

The bids will be checked for any arithmetic errors / discrepancies as follows.

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

When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

If the Bidder does not accept the correction of errors as mentioned above, its bid will be rejected and the bid security will be forfeited.

CONVERSION TO SINGLE CURRENCY

Not Applicable.

EVALUATION AND COMPARISON OF BIDS

Evaluation and comparison of bids shall be done taking following into consideration:

- i) Bidder's Qualification
- ii) Evaluated Prices

Bidder's Qualification

Qualification of Bidder for Supply of CNG Car Dispensers shall be established based on Bid Evaluation Criteria specified in the IFB.

Evaluated Prices

The price quoted in "Schedule of Rates" for complete scope of work i.e. Supply, Installation, Testing and Commissioning of CNG Car Dispensers inclusive of taxes & duties shall be taken up for evaluation.

Comparison of prices:

The evaluated prices shall be considered for comparison among the bidders.

Placement of Orders:

Based on above, order shall be placed on lowest evaluated bidder for complete scope of work on single award basis.

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs) by all central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions are incorporated.

Issue tender documents to MSEs free of cost.

MSEs are exempted from payment of EMD/Bid security.

There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

In tender, participating Micro and Small enterprises quoting price within 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 enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the item wise tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to item wise tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST Entrepreneurs. The 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 as above.

In case bidder is a micro or small enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following.

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers of 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.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

Note –

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing 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.

If the bidder does not provide the above confirmation or appropriate document of any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012

CONTACTING THE PURCHASER/ CONSULTANT

From the time of bid opening to the time of contract award, if any Bidder wishes to contact the PURCHASER/ Consultant on any matter related to the bid, it should do so in writing.

Any effort by a Bidder to influence the PURCHASER/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

AWARD OF WORK

The Purchaser/ Consultant will award the Contract to the successful bidder whose bid has been determined to be substantially responsive, meets the technical criteria and/ or have been determined as a lowest evaluated bid and is determined to be qualified to perform the Contract satisfactorily.

Purchaser also reserves the right to negotiate the quoted prices before award of work.

PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The PURCHASER reserves the right at the time of contract award to increase or decrease the quantity of goods & services originally specified in the Schedule of Rates without any change in unit price or other terms and conditions.

PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject any or all bids in full or part at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders and shall also not be liable for informing any reasons to any bidder/bidders for such rejection of bid/bids. The Purchaser also reserves the right not to accept lowest rates quoted by the bidder. TNGCL's decision in this regard shall be final and binding on all bidders.

NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the PURCHASER will notify the successful Bidder in writing by Fax of Intent (FOI) or registered letter or by cable to be confirmed in writing by registered letter, that its bid has been accepted.

The Delivery/ Completion period shall commence from the date of notification of award/ Fax of Intent (FOI).
The notification of award will constitute the formation of a Contract until the Contract has been affected pursuant to signing of Contract as per Clause-36 of ITB.

CONTRACT AGREEMENT

Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this bid document together with the annexed documents, modifications, deletions agreed upon by the Purchaser/Consultant and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and Purchaser/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.

The Contract document shall consist of the following:-

- a) Original Bidding Document along with its enclosures issued.
- b) Amendment / Corrigendum to original Bidding Document issued, if any
- c) Fax of Intent.
- d) Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.

After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Intent in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).

In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

PERFORMANCE GUARANTEE

Within 15 days of the receipt of the notification of award / FOI from the Purchaser, the successful Bidder shall furnish Irrevocable Performance Guarantee in accordance with Clause no. 12 of General Conditions of Contract (GCC-Goods) and as per Format F-8 provided in the bidding documents. The irrevocable bank guarantee submitted towards Contract performance guarantee shall be in the currency of the Contract.

Pursuant to clause no. 24 of GCC-Goods, bidder will provide Performance Guarantee of 10% of Contract Value. The Performance Guarantee shall be in form of either Demand Draft or Banker's cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.If

Performance Guarantee is in the form of irrevocable Bank Guarantee, the same shall be from any schedule Indian Bank or branch of international bank situated in India and registered with the Reserve Bank of India as schedule foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores (or equivalent in US\$ 16.66 million) and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause No. 12 of General Conditions of Contract (GCC-Goods). The CPBG submitted should be valid for a minimum period of 3 (Three) months beyond guarantee period

Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Purchaser may take under the Contract pursuant to Clause 28.1.3 of GCC-Goods.

There is no exemption to MSEs units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

CORRUPT OR FRAUDULENT PRACTICES

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

- i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

The Purchaser will declare a firm ineligible for a period of three years.

WAIVER OR TRANSFER OF THE AGREEMENT

The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Purchaser.

INCOME TAX LIABILITY

The Bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

ORDER OF PRECEDENCE

The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts – Goods. Where any portion of Special Conditions of Contracts and General Conditions of Contract – Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of and General Conditions of Contract and Special Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract – Goods.

If any technical requirement mentioned in tender document is at variance with requirement of PNGRB and PESO, PNGRB and PESO requirement over - ride the technical requirements specified in tender document

UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes,

whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Purchaser/ Consultant. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by TNGCL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

SUBMISSION OF FALSE/ FORGED DOCUMENTS

- a) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Purchaser shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to Purchaser under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case the issue of submission of false documents comes to the notice after execution of work, TNGCL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of TNGCL debaring them from future business with Purchaser.

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 MECON Limited having its registered office at Doranda, Ranchi, Jharkhand (India) and an Engineering office at 15th Floor, North Tower, Scope Minar, Laxmi Nagar District Centre, Delhi - 110 092, INDIA. The term consultant includes successors, assigns of M/s MECON Limited.

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 upto 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.

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 Tripura Natural Gas company limited (TNGCL) having its registered office at 33, Office Lane, Agartala- 799001 (INDIA). The term PURCHASER includes successors, assigns of TNGCL.

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

1.22 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

all

2.1 The Seller shall be deemed to have carefully examined

contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application

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

4 Country of Origin

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

different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract

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

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

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

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

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

5.6 All dimensions and weight should be in metric system.

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

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

5.9 Specifications, design and drawings issued to the SELLER 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 PURCHASER/CONSULTANT.

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

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

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

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

8 Contract Obligations

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

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

9 Modification In Contract

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

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

10 Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's 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.

prior

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

11 Patent Rights, Liability & Compliance of Regulations

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

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

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

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

12 Performance Guarantee

12.1 Within 07 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any

of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT.

The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

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

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

13 Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right

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

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

13.3 Should any inspected or tested GOODS fail to conform to

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

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

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

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

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

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

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

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

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

13.15 Inspection & Rejection of Materials by consignees

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

14.1 Material should be reached to FOT site within 12 weeks from the date of FOI. 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.

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 alongwith 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 en cash Performance Guarantee in full or part.

15 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made :

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

b) In case of FOT dispatch point contract, 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 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 Bidder.

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.

16.2 PURCHASER's Insurance Agent :

[The name and address-as mentioned under SCC]

17 Transportation

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

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

18 Incidental Services

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

18.1.1 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 warranty/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 warranty obligations under the Contract, and

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

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 2 years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

19.8 Lubricants

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. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil 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 fulfil 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.

20.2.2 If the SELLER fails to prove the guaranteed performance

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

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil 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.

21.5 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.

2. 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.

3. Payment shall be released within 30 days after receipt of material at FOT site & relevant documents complete in all respects.

4. All bank charges incurred in connection with payments shall be to Seller's account.

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

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

7. In case of 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.

22 Prices

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

23 Subletting & Assignment

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

24 Time As Essence of

Contract

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

25 Delays In The Seller's Performance

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

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

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

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

25.1 Any unexcusable delay by the SELLER or his subcontractor 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.

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

28.2 Termination for Insolvency

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

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

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

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

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

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

30 Resolution of Disputes/Arbitration

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 Agartala, State of Tripura. INDIA.

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 (Tripura Natural Gas Company 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.

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

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 (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences 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 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

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

36.3 Recovery of sums due All costs, damages or expenses which the PURCHASER/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.

37 Import Licence

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

38 FALL CLAUSE

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

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith 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 TNGCL under the order herein and such items/

goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory

Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the TNGCL

under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER/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
order

40.1 PURCHASER reserves the right, within 12 months of

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 damages, loss of profits or loss of production.

**TRIPURA NATURAL GAS COMPANY LIMITED
(TNGCL)**

CITY GAS DISTRIBUTION PROJECT

**SUPPLY OF CNG CAR DISPENSERS IN THE STATE OF
TRIPURA**

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

**SPECIAL CONDITIONS OF THE CONTRACT (SCC)****DEFINITIONS AND INTERPRETATION**

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

Definitions

- 1.1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB.
- 1.1.2 Effective Date shall mean the date on which Seller’s obligations will commence and that will be the date of Fax of Intent (FOI).

Interpretations

- 1.1.3 Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC - Goods and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.1.4 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.1.5 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.
- 1.1.6 All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.1.7 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 1.1.8 Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/ Consultant’s’ obligation to the extent the context so means/requires.

SELLER’S SCOPE

Design, Engineering, Manufacturing & Shop Assembly, Inspection, Testing at works, Supply , Transportation , Unloading, Installation, Erection and Commissioning including Performance Acceptance Test of CNG Car Dispensers as defined in the Tender document, inclusive of erection & commissioning spares along with provision of OPC communication port for SCADA connectivity.

Sl. no. MR	Description	Qty in Nos.
	Manufacture, Inspection, Testing , Supply , Transportation, Unloading, Installation, Erection and Commissioning of following Car Dispensers	
1.0	Car Dispensers, with Dual arm, capacity \geq 15 kg/min (each arm), along with all necessary accessories	08

Note:

3. Bidder must quote for full quantity of line item. Bid submitted for part quantity of line item shall be considered as non-responsive and liable to be rejected.
4. The quantities mentioned above are indicative and are for evaluation purpose only. TNGCL reserves the right to change the quantity of any or all items before issue of order.

	FORMS AND FORMATS	TNGCL/C&P/Expn Proj/P(103)/CNG Dispenser/2018-19
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For complete scope of work, all volumes of tender document are to be read.

SCHEDULE FOR SUPPLY OF STORES / WORKS

All Dispensers shall be supplied & commissioned as per schedule given below,

Supply: Within 12 weeks from the date of Fax of Intent (FOI) on FOT TNGCL's Store/ Site Agartala, Tripura

Installation, Testing & Commissioning: Within 15 days from the date of intimation by TNGCL for each Dispenser.

Note:

After commissioning of CNG Car Dispensers, Performance Acceptance Test will be carried out as per technical specifications.

For applicability of PRS, date of receipt of dispensers at TNGCL's store / site at Agartala (Tripura) shall be considered accordingly.

TERMS AND MODE OF PAYMENT

TERMS OF PAYMENT

1.1.9 90% of the order value along with 100% taxes & duties shall be paid on receipt of Goods at designated TNGCL store located in Agartala (Tripura) upon submission of the following:

- 1.1.9.1 Commercial invoice in triplicate
- 1.1.9.2 Cenvatable invoice
- 1.1.9.3 LR or GR (original)
- 1.1.9.4 Packing List
- 1.1.9.5 Despatch clearance issued by Purchaser/ Consultant
- 1.1.9.6 Inspection release note issued by Purchaser/ Consultant/ TPIA
- 1.1.9.7 Certificate of receipt of goods at Purchaser's store
- 1.1.9.8 Warranty/Guarantee Certificate
- 1.1.9.9 Insurance cover note covering transit insurance
- 1.1.9.10 A Certificate from manufacturer that all items/equipment under supply including it's component or raw material used with manufacturing are new and confirm to the tender document. In case manufacturer is not the supplier, this certificate will be duly endorsed by the supplier owning overall responsibility.

1.1.10 10% of the order value shall be paid after final acceptance of goods by Purchaser and submission of final documents and submission of "No Claim Certificate".

1.1.11 The invoice shall be made after adjusting the following:
PRS pursuant to SCC clause no. 19.0, if applicable.

MODE OF PAYMENT

1.1.12 The Purchaser will verify the invoices, relevant documents, and undisputed payment will be released directly to the Seller within 30 days of receipt of invoice along with all relevant documents through RTGS only.

DEDUCTION AT SOURCE

1.1.13 Purchaser will release the undisputed payment to the Seller after effecting deductions as per applicable law in force.



FORMS AND FORMATS

TNGCL/C&P/Expn Proj/P(103)/CNG
Dispenser/2018-19

PAYING AUTHORITY

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

INVOICES

1.1.14 Invoices shall be made in the name of “ Tripura Natural Gas Company Ltd, Agartala, Tripura for availing Cenvat Credit.

CONSIGNEE ADDRESS

1.1.15 Will be furnished at the time of Award.

PACKING AND FORWARDING

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

DISPATCH CLEARANCE

Seller shall obtain dispatch clearance from the Purchaser/Consultant prior to dispatches, which will be issued on receipt of copy of Inspection Release Note.

INDEPENDENT SELLER

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/ Consultant nor the Seller has any kind of interest in other sellers.

LIEN

Seller shall ensure that the Scope of Supply 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 authorised representative from such disputes of title/liens, costs, consequences etc.

TRANSIT RISK INSURANCE

In line with GCC-Goods Clause 16.0, All Transit risk insurance from F.O.T. dispatch point to Purchaser's store at Agartala (Tripura) shall be arranged and borne by supplier.

FALL CLAUSE

(Clause 38 of GCC - Goods)- Stands deleted.

REPEAT ORDER

Clause 40 of GCC – Goods will be applicable.

RECOVERY OF EXCISE DUTY, SALES TAX AND SERVICE TAX



FORMS AND FORMATS

TNGCL/C&P/Expn Proj/P(103)/CNG
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In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery), such amount will be recovered from any bill of the seller, immediately on enforcement of such variation, under intimation to the seller.

REJECTION

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

Seller 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 Purchaser.

Seller shall be responsible and liable for immediate replacement/rectification of such material as mentioned in GCC also if any discrepancy is observed during the inspection of material at site after the receipt of material, with acceptable material/parts at no extra cost or impact on the delivery schedule to Purchaser.

LIMITATION OF LIABILITY

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

The final payment by the Purchaser in pursuance of the PO terms shall not mean release of the Supplier/Vendor from all of his liabilities under the Contract. The Supplier/Vendor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee/completion of Guarantee / Warrantee period.

GOVERNING LAW

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

PURCHASER'S RIGHTS AND REMEDIES

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

GUARANTEE / WARRANTY

In partial modification to GCC-Goods Clause 20.0, Guarantee / Warranty shall be twenty four (24) months starting from the date of delivery of CNG Car Dispensers at designated store in Agartala or twelve (12) months from the date of commissioning whichever is later.

PERFORMANCE GUARANTEE

In partial modification to GCC Clause No 12.1, Within thirty (30) Days of receipt of the FOI / Notification of Award, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) for Supply of CNG Car Dispenser equivalent to 10% of total order value exclusive of all taxes, duties and other charges etc.

PRICE REDUCTION SCHEDULE (PRS)

In partial modification of provisions of GCC-Goods 26.0 and pursuant to clause 3 of SCC, in case of delay in delivery of item as given in delivery schedule specified at Clause 3 of SCC, the contract price shall be



FORMS AND FORMATS

TNGCL/C&P/Expn Proj/P(103)/CNG
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reduced by ½ % (half percent) of the total price of undelivered quantities of the **CNG Car Dispenser** for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total contract value. The contract value excludes Taxes & duties.

INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of Technical specifications following shall hold good:

The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.

The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.

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

The Purchaser shall depute PMC / Third Party Inspection Agency for carrying out the inspection at bidder's works as per approved ITP/QAP & Technical specifications & their charges shall be borne by the Purchaser.

INDEMNITY

Supplier shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the supplier hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

PENALTY

Penalty for Non-Performance during Warranty period.

Contractor must properly maintain the Dispenser and ensure that the Dispenser is available for at least 20 hours a day on an average of 30 days in a month for performing the required services as defined in the tender document. If the Dispenser fails to provide the required services during the day, penalty per dispenser per instance in case of break down beyond a stipulated time frame reckoned from time of complaint lodged shall be as below;

- i) Beyond 6 hours upto 12 hours – Rs. 300/-
- ii) Beyond 12 hours upto 24 hours – Rs. 700/-
- iii) Beyond 24 hours upto 48 hours – Rs. 1500/-
- iv) Beyond 48 Hours – Rs. 2,000/-

The above Penalty amount will be recovered from any due payment or CPBG submitted towards performance.

	FORMS AND FORMATS	TNGCL/C&P/Expn Proj/P(103)/CNG Dispenser/2018-19
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STATUTORY REQUIREMENT

Dispenser manufacturer is required to submit approval of Weights & Measures Department, Govt. of India, for the dispenser unit or for the mass flow meter installed in the dispenser unit. In future, if any non-conformity or objection is raised by W&M department or if any penal action is taken against TNGCL, supplier shall be fully liable. Supplier shall indemnify TNGCL against any liquidity and shall bear all the cost implications, if any.

In case of any complaint regarding non-fulfilment of any statutory obligation / other obligation under the contract, TNGCL reserve the right to withhold any payment due to contractor or en-cash CPBG & make such payment as it may be considered necessary for smooth operation of the contract.

CORRESPONDING ADDRESS

Owner:

Dy. Manager (C&P)

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,

Agartala,

Tripura

PIN: - 799006

Email : chiranjib@tngcl.com



FORMS AND FORMATS

TNGCL/C&P/Expn Proj/P(103)/CNG
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**TRIPURA NATURAL GAS COMPANY LIMITED
(TNGCL)**

CITY GAS DISTRIBUTION PROJECT

**SUPPLY OF CNG CAR DISPENSERS IN THE STATE OF
TRIPURA**

SECTION-V

FORMS & FORMATS

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FormF-1
BIDDER'S GENERAL INFORMATION

To

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Bid Offer Ref. No. & date _____

1-4 Contact person name & mobile no. _____

1-5 Address of Registered Office: _____

City _____ State _____

Country _____ PIN/ZIP _____

1-6 Operation Address
if different from above: _____

City _____ State _____

Country _____ PIN/ZIP _____

1-7 Telephone Number: _____

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

1-8 E-mail address: _____

1-9 Website: _____

1-10 Fax Number: _____

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

1-11 ISO Certification, if any _____ {If yes, please furnish details & copy of certification }

1-12 Banker's Name : _____

1-13 Branch : _____

1-14 Branch Code : _____

1-15 Bank account number : _____

1-16 Excise Registration number : _____

1-17 Excise Range : _____

1-18 Excise Division : _____

1-19 Excise Collectorate : _____

1-20 Local ST No. : _____

1-21 CST No. : _____

1-22 PAN No. : _____

1-23 Whether SSI/NSIC Registrant Or not : _____
(If yes, please provide details & copies of registration certificate)

(SIGNATURE OF BIDDER WITH SEAL)

**FormF-2
BID FORM**

To

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

Dear Sir,

After examining/reviewing the bid documents for **SUPPLY OF CNG CAR DISPENSERS** in the State of Tripura, including technical specifications, drawings, GCC, SCC and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the works in conformity with the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of One Hundred Twenty (120) days from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in Thirty days of such award.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Form F-3
LIST OF ENCLOSURES

To

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

Dear Sir,

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

1. Power of Attorney of the signatory to the bid document.
2. Copy of bid documents along with all addendum/corrigendum no. .. duly signed and stamped 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.
3. Form 3A and 3B as enclosed herewith. **(VOID)**

(SEAL AND SIGNATURE OF BIDDER)

Form F-3A (VOID)

ANNUAL TURNOVER

Bidder must fill this form

Annual Turnover data for the last 3 years:

Year		Amount (INR)
Year 1:	2017-18	
Year 2:	2016-17	
Year 3:	2015-16	

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

(SEAL AND SIGNATURE OF BIDDER)

Form F-3B
FINANCIAL STATUS
Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of 2017-18
	Amount (in INR)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the bidder
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER

FormF-4
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said tender for

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

We, the _____ Bank at _____

having our Head Office _____

(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Tripura Natural Gas Company Ltd (TNGCL), the amount _____ without any reservation, protest, demur and recourse. Any such demand made by TNGCL, 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 upto _____ [this date should be 180 days after the date finally set out for closing of tender]. 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 _____ 2018 at _____.

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE (BID SECURITY)

1. The Bank Guarantee by bidders from banks located in India 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.
 2. The expiry date as mentioned in bid document should be arrived at by adding two months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
 3. The bank guarantee by bidders will be given from bank as specified in ITB
 4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at ITB.
 5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax no. from where the earnest money bond has been issued.
 6. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or equivalent along with a documentary evidence.
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Form F-5
LETTER OF AUTHORITY

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

No.

Date:

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation _____ Signature _____
Mob. No....., E-Mail ID.....
- 2) Name & Designation _____ Signature _____
Mob. No....., E-Mail ID.....

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

FormF-6
NO DEVIATION CONFIRMATION

To

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

Form F-7

CERTIFICATE

To

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the bid documents, award is given to us for **SUPPLY OF CNG CAR DISPENSERS** in the State of Tripura, the following certificate shall be automatically enforceable:

“We agree and acknowledge that the Purchaser is entering into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, 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 Contract 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 Contract.”

SEAL AND SIGNATURE OF BIDDER

Form F-8
DETAILS OF SIMILAR SUPPLIES/ WORK EXECUTED DURING PAST SEVEN YEARS

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

Note: Copies of Letter of awards and completion certificate for the s are to be enclosed in the bid itself.

Works executed earlier than seven years need not be indicated here

The list of supplies/ work, not of similar nature need not be indicated here

SEAL AND SIGNATURE OF BIDDER

Form F-9
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Dear Sirs,

M/s _____ have been

awarded the work of _____

for **TRIPURA NATURAL GAS COMPANY LTD.** (TNGCL) having office at Shilpa Nigam Bhawan, Near Gingar Hotel, KhejurBagan, PO-Kunjaban, Agartala, Tripura-799006

The Contracts conditions provide that the CONTRACTOR shall pay a sum of _____ (as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify **TRIPURA NATURAL GAS COMPANY LTD.** 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 and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to **TRIPURA NATURAL GAS COMPANY LTD.** we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Agartala Courts.
7. 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
authorised to sign on behalf of
the Bank.

Note: bidder to submit signed & stamped copy of this proforma in token of acceptance.

Form F- 11

DECLARATION (On bidder's letter head)

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

Subject: Supply of CNG Car Dispensers in the State of Tripura

We confirm that

1. We are not under any liquidation, court receivership or similar proceedings.
2. We are not under a declaration of ineligibility by Purchaser for corrupt and fraudulent practices.
3. We are not banned / put on holiday / put on hold by any Government / PSU or CGD firm.
4. We have not been convicted by any court of law in last 5 years reckoned from bid due date.

SEAL AND SIGNATURE OF BIDDER

Form F-12 (VOID)

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

To,

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala,
Tripura
PIN: - 799006

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 TNGCL's tender no.dated..... for(Name of the job) and as per the terms of the said 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. _____ lacs.

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

Form F-13 (VOID)

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

To,

Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Near GINGER Hotel,
KhejurBagan, P.O:- KUNJABAN,
Agartala, Tripura , PIN: - 799006

Subject : Supply of CNG Car Dispensers in the State of Tripura

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:	
Year 2:	
Year 3:	

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:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

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 Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.