

# TRIPURA NATURAL GAS COMPANY LIMITED

(A Joint Venture of GAIL (India) Ltd., TIDCL Govt. of Tripura & AGCL Govt. of Assam)



PROJECT FOR CITY GAS DISTRIBUTION FOR AGARTALA

**E - BID DOCUMENT  
FOR  
PROCUREMENT OF TURBINE METER WITH EVC  
E - DOMESTIC COMPETITIVE BIDDING**

BID DOCUMENT NO: TNGCL/C&P/Turbine Meter/Commercial/P(608)/2020-21

## **VOLUME – I OF II**

**PREPARED AND ISSUED BY**

Department of Contracts & Procurement  
Tripura Natural Gas Company Ltd.  
Shilpa Nigam Bhawan, Khejurbagan  
P.O – Kunjaban, Agartala, Tripura-799006  
**Email:** [chiranjib@tngclonline.com](mailto:chiranjib@tngclonline.com)

**SECTION – I**

**INVITATION FOR BIDS (IFB)**

## **PART – A**

PLEASE NOTE THAT THIS **TENDER DOCUMENT IS ON "ZERO-DEVIATION" BASIS AND 2 BID SYSTEM E - TENDER** . TNGCL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF " TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", TNGCL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS'

RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'TNGCL'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING, AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "TENDER DOCUMENT", FAILING OF WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.

**SECTION-I  
INVITATION FOR BIDS (IFB)**

BID DOCUMENT NO : TNGCL/C&P/Turbine Meter/Commercial/P(608)/2020-21

Date: 05.10.2020

To,

\_\_\_\_\_  
\_\_\_\_\_

**Project:** TRIPURA NATURAL GAS COMPANY LIMITED's Project for City Gas Distribution for Agartala

**Item:** Turbine Meter With EVC

**Due Date & Time  
Of submission of bid:** 20/10/2020 at 15:00 hrs.

**Address:** Department of C&P  
Tripura Natural Gas Company Ltd.  
Shilpa Nigam Bhawan, Khejurbagan  
P.O – Kunjaban, Agartala, Tripura-799006  
**Email:** [chiranjib@tngclonline.com](mailto:chiranjib@tngclonline.com)

**Contact Person:** Mr. Chiranjib Ghosh  
Dy. Manager (C&P)

**Cost of Bid Document:** NA

**Sale of Bid document:** NA

- Validity of Bid:** Minimum 4(four) months from the due date of submission of offer.
- a) **Validity of EMD:** Minimum 6(Six) months from the due date of submission of offer.
- b) **Mode:** EMD of **Rs. 45004.00** should be in favour of "TRIPURA NATURAL GAS COMPANY LIMITED" payable at AGARTALA. EMD must be submitted in the form of Bank Guarantee or demand draft.
- c) **Pre Bid meeting :** 12/10/2020 At 15:30 hrs. in TNGCL Corporate office in Agartala, Tripura West
- d) **Opening of unpriced :** On 20/10/2020 at 15:00 Hrs. Techno Commercial Bid shall be opened.

#### **Others**

1. Bids received from bidders in whose name bid document has been issued shall only be considered. However bids from bidders who have downloaded from TNGCL website & TNGCL's e-portal, shall be considered only when they meet Bidder's Eligibility Criteria (BEC) enclosed Annexure – I to IFB. Any Bids not meeting Bidder's Eligibility criteria (BEC) will be considered non responsive and shall be rejected. The bidder has also to submit an undertaking that they have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If this undertaking is not furnished the bid document shall not be issued to the bidder.
2. Only Indian Bidders are allowed to participate in the bidding process.
3. The Governments Departments are exempted from payment of tender fee. In the event a particular tender is cancelled, the tender fee will be refunded to the concerned Bidders.
4. Bid Document is non-transferable.
5. Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail/CD/DVD/Pen Drive shall not be considered. Bidder may depute their representative with proper authorization letter to attend of techno-commercial opening of bids.
6. Bidder shall ensure that Bid Security having a validity of 6(six) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
9. This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
10. Bidder shall submit duly filled on check list enclosed as Annexure – I to the ITB. TNGCL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
11. TNGCL reserves the right to allow Purchase preference to Public Sector Undertakings as admissible under the prevailing policy.

12. TNGCL reserves the right to reject any bid Or all bid without showing any reason.

13. The vendor who downloads the bid from TNGCL website shall inform TNGCL through e-mail in the above mentioned e-mail ids.

**12. SEALING & MARKING OF BIDS [Not Applicable for this Tender as it is a E - Tender]**

Bids should be submitted in complete accordance with the bid documents / attachments separately in three parts in sealed envelopes super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced), as follows :

Part- I : UNPRICED BID

Part- II : PRICED BID

Part- III : BID SECURITY & TENDER FEE

The three envelopes, containing Part-I, Part-II and Part-III of offer, shall be duly sealed and respective cut-out slip enclosed with this letter as Appendix-A shall be pasted on each envelop. Name & address of the bidder shall be mentioned on each cut-out slip. These three sealed envelopes shall be further kept in a larger envelope & which shall also be duly sealed. Cut-out slip meant for complete offer shall be pasted on it with name and complete address & contact number of the bidder.

**13. BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/ EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER TNGCL RESERVES THE RIGHT TO RAISE QUERIES IN THE BEST INTEREST OF THE PROJECT.**

14. The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Bidding Documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. **The deviation (if any) is to be indicated on the format exception & deviation statement for clear identification. The deviation mentioned at other places in the offer shall not be considered by the Owner and therefore shall have 'Null & Void' status.** Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as applicable), check list duly filled in, along with other documents with the un-priced part of bid.

15. **The complete Bidding Document is also available on the web site of TNGCL [www.tngcl.com](http://www.tngcl.com), [www.tngclonline.com](http://www.tngclonline.com) & e-portal [https:// tngcl.eproc.in](https://tngcl.eproc.in)**

**16. Rejection Criteria**

The bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provision of Bid Document by the Bidder:-

i) Firm Price

- ii) EMD/ Bid Bond
- iii) Scope of Work
- iv) Technical Specifications
- v) Price Schedule Format/SOR Format
- vi) Delivery/ Completion Schedule
- vii) Period of validity of Bid
- viii) Price Reduction Schedule
- ix) Performance Bank Guarantee/ Security Deposit
- x) Guarantee
- xi) Arbitration/ Resolution of Dispute
- xii) Force Majure
- xiii) Applicable Laws
- xiv) Any other condition specifically mentioned in the tender documents elsewhere.
- xvi) In case bidder stipulates any deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such bidders to make good such deficiency.
- xvii) If any bidder submitted the EMD is lower than our EMD amount Specified in the Bid Document.

THIS IS NOT AN ORDER

Yours faithfully,  
for and on behalf of TNGCL

(C. Ghosh)  
Dy. Manager (C&P)

## **ANNEXURE- I TO IFB**

### **BIDDER'S ELIGIBILITY CRITERIA FOR STATIONERY AND MOBILE CASCADES**

1. **Name of Work :** Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing including supply of Turbine Meter with EVC
2. **Supply Quantity:** The break up of Turbine Meter is as given below: -

<b>Location</b>	<b>2" T.M</b>	<b>3" T.M</b>	<b>4" T.M</b>	<b>EVC</b>
<b>TNGCL, Agartala, Tripura</b>	4 Nos.	1 No	1 No	6 Nos.

3. **Bidder's Eligibility Criteria:** The following are the BEC parameters: -

### **TECHNICAL BQC:**

#### **[A]: BID EVALUATION CRITERIA**

1. The bidder shall be a manufacturer or Authorized Distributor / Dealer of a original manufacturer of Natural Gas Turbine Meter having valid approval for Custody Transfer application as per EN 12405 used for natural gas service.

2. The bidder shall be a manufacturer or Authorized Distributor / Dealer of a original manufacturer of Electronic Volume Corrector (EVC) having valid approval for Custody Transfer application used for natural gas service as per EN 12405
3. The bidder must have supplied at least 02 Nos. of 2" (G-65) Turbine Meter and 01 Number of 3" (G-250) Turbine Meter & 01 Number of 4" Turbine Meter along with EVC for use in Natural Gas Service in the last 5 (five) years to any Indian City Gas Distribution Company or In Govt. PSU in India who deals with Natural Gas Service.
4. The bidder should have Type test certificate, pattern approval certificate, custody transfer certificate in compliance to the requirement as set by relevant OIML Regulation R6/R31/R32, EN Standard 12261 and / or AGA 7 Standard, PED Directive (97/23/EC) and ATEX Classification, Hazardous area classification for Zone 1 in case of EVC, Calibration Certificate in a laboratory accredited by PTB/Nmi or equivalent internationally apex laboratory and Documentary evidence.

### **Documents Required**

1. In case of Manufacturer Bidder must submit evidence being a Manufacturer Such as GST / Excise Registration Certificate (Whichever is applicable) / NSIC Registration Certificate /Certificate issued by Statutory Authority. The document should be valid as on Bid Due date and the document should be duly attested by Govt. Notary Public and Chartered Engineer with legible stamp.
2. In case of Authorized Distributor / Dealer the bidder must submit a copy of Authorized Dealership / Distributorship certificate mentioning validity issued by the manufacturer along with the proof of their principle being manufacturer of the make offered. The document should be valid as on Bid Due date and the document should be duly attested by Govt. Notary Public and Chartered Engineer with legible stamp.



3. Detailed P.O along with SOR & IRN from end user should be submitted along with the Bid, the document should be duly attested by Govt. Notary Public and Chartered Engineer with legible stamp.
4. The Bidder should submit the all relevant document as mentioned in BEC Sl. No 4.. All document should be duly attested by Govt. Notary Public and Chartered Engineer with legible stamp.

### **3.0 EVALUATION METODOLOGY**

Bidders offer shall be evaluated based on BEC criteria for their techno-commercial acceptance 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 after consideration of all applicable taxes & duties. Work shall be awarded to the lowest quoted techno-commercial acceptable bidder.

**Format-A  
Annual Turnover  
Each Bidder must fill in this form**

Annual Turnover data for the last 3 years:

<b>Year</b>	<b>Currency</b>	<b>Amount</b>
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder.

2. A brief note should be appended describing thereby details of turnover as per audited results.
3. In case the tenders having the bid closing date up to 30<sup>th</sup> September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available for turnover criteria specified in Financial BEC, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years.

Bidder not submitting financial results of the immediate preceding financial year where the bid closing date is up to 30<sup>th</sup> September, shall furnish specific confirmation in the format itself that Audited financial results of immediate preceding financial year are not available.

**SEAL AND SIGNATURE OF THE BIDDER**

**Format-B  
FINANCIAL SITUATION  
Bidder must fill this form**

**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

Description	LAST AUDITED FINANCIAL YEAR		
	Amount	Ex Rate (*)	Amount (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)			
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1. Attached are copies of the audited balance sheets including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
  - 1.1 All such documents reflect the financial situation of the bidder
  - 1.2 Historic financial statements must be audited by a certified chartered accountant.
  - 1.3 Historic financial statements must be complete, including all notes to the financial statements.
  - 1.4 Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)
  
2. In case the tenders having the bid closing date up to 30th September of relevant financial year, and audited financial results of immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for “Net Worth” and “Working Capital” calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

**SEAL AND SIGNATURE OF BIDDER**

F-3B

**FORMAT FOR STATUTORY AUDITOR/ CHARTERED ACCOUNTANT\* CERTIFICATE  
FOR FINANCIAL CAPABILITY OF THE BIDDER**

(For Supply of Goods/Works/Services)

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**

<b>Year</b>	<b>Amount (Currency)</b>
Year 1:	
Year 2:	
Year 3:	

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

<b>Description</b>	<b>Year .....</b>
<b>Amount (Currency)</b>	
1. Current Assets	
2. Current Liability	
3. Working Capital (Current Assets- Current Liability)	
4. Net worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm/  
Chartered Accountant

Date:

(Signature of Authorized Signatory)  
Name:  
Designation :  
Seal:  
Membership No.

**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 Liability" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. \* Bidder whose accounts are not audited by auditors as per law/jurisdiction, certificate from a Chartered Accountant to be submitted.

	<b>TENDER FOR CNG CASCADES FOR CNG STATION AT AGARTALA</b>	<b>Tripura Natural Gas Company Limited</b>
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**CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped **check list with each copy of the "Un-Priced Part"** of his bid.

<b>Sl. No.</b>	<b>Tender Clause / Items</b>	<b>Document Required duly filled, signed &amp; stamped</b>	<b>Submitted (Yes/No)</b>	<b>Reference in offer (Refer Page No.)</b>
<b>A</b>	<b>EMD/ BG DETAILS etc. &amp; CHECK LIST</b>			
A-1.	BID FORM, PART- I	Format F-2		
A-2.	<b>EMD/ BID GUARANTEE/ BID SECURITY</b>			
A-3.	Bidder to confirm that EMD/ Bid Guarantee/Bid Security has Been submitted by them as per Tender Proforma	Format F - 4 /F-4A		
A-4.	Duly filled in check list	Annexure – I to IFB		
<b>B.</b>	<b>CONFIRMATION OF VARIOUS FORMATS</b>			
B-1.	Past Similar work done during three years	Format :F-10		
B-2.	Present Commitments	Format :F-11		
B-3.	Financial Details	Format :F-3A & 3B		
B-4.	Audited Balance Sheet including profit and loss account statement for the last three years	Relevant Document		
B-5.	a) GST Registration	Relevant Document		

B-7	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value	Relevant Document		
B-8	Partnership Deed in case of partnership firm and Article of Association in case of limited company	Relevant Document		
B-9	A copy of Price Schedule / SOR ( <b>without prices</b> ) but duly filled in with Quoted/Unquoted in each Cell of the format and duly signed & stamped as per SOR Format	As per Price Schedule/ SOR	<b>Not Applicable</b>	
B-10.	Bidder's General information	Format – F-1		
B-11.	Documentary evidence establishing bidder's eligibility in accordance with ITB clauses No. 14.	Relevant Document		
B-12.	Documentary evidence establishing Good's eligibility & conformity to bidding documents in accordance with ITB clauses no. 15	Relevant Document		
B-13.	List of commissioning spars, if applicable			
B-14.	List of 2 year spares, if applicable			
B-15.	Certificate	Format F-7		
B-16.	Agreed Terms & Conditions duly filled	Section – V		
B-17.	Letter of authority of person attending bid opening to be handed over to person due to attend the bid opening etc.	As per Format– F-5		
B-18.	Letter from manufacturer that they will meet commitment of bidder & supply material in time, incase bidder is non manufacturer.	Relevant Document		
B-19.	Letter from Schedule Bank & other Banks	Relevant Document		
B-20.	Bar Chart for completion of work	Relevant Document		
B-21.	Project/Site Organization Chart	Relevant Document	NA	NA
B-22.	Details of pending litigation, if any	Relevant Document		

B-23.	An undertaking that bidder is not put under holiday by any CGD/TNGCL or blacklisted by any Govt. Govt. PSU	Undertaking on your letter head		
<b>C</b>	<b>NO DEVIATION, COMMERCIAL QUERY ETC &amp; THEIR REPLIES</b>			
C-1.	Exception and Deviation Statement duly filled "No deviation" should be filled & duly signed & stamped in case all terms & conditions of tender are acceptable by bidder.	Format – F-6		
C-2.	Reply to commercial questionnaire, technical questionnaire with Bidder's reply/ confirmation	Relevant Document		
<b>D.</b>	<b>REGARDING TECHNICAL DETAILS</b>			
D-1.	Technical Details/ Documents specified in Technical Part	Relevant Document		

**(STAMP & SIGNATURE OF BIDDER)**

**SECTION – II**

**INSTRUCTIONS TO BIDDER (ITB)**



## SECTION – II INSTRUCTIONS TO BIDDERS

### **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://tngcl.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](http://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](mailto: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://tngcl.eproc.in>)
- (iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the TNGCL e-Tendering Portal (<https://tngcl.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 [tngclsupport@c1india.com](mailto:tngclsupport@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://tngcl.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. 20,00,001 lacs to 40.00 lacs		18%	

- (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.

## **A: GENERAL**

### **1. Scope of Bid:**

**1.1** The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter "the Purchaser" wishes to receive bids for the supply of works as described in bid & elsewhere in the bid document.

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

**1.3** 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.

### **2. Eligible Bidder**

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

**2.2** This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.

**2.3** Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

**2.4** The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

**2.5** The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.

**2.6** While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall

also be assessed for ascertaining the responsiveness of the bid. In such a case. The decision of Purchaser shall be final and binding on the bidder [Applicable in case of Open Tender]

**2.7** The bidder is not put on holiday by TNGCL or black listed by any Government Department/ Public Sector.

### **3. One Bid per Bidder**

**3.1** 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.

### **4. Bidder Eligibility**

**4.1** Technical Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

**4.2** Financial Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

### **5. Cost of Bidding**

**5.1** The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (TNGCL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENT**

### **6. Content of Bidding**

**6.1** The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause

#### **Vol-I of II**

Section-I : Invitation for bids (IFB)

Section-II : Instructions to Bidder (ITB)

Section-III : General Conditions of Contract (GCC – Works)

Section-IV : Brief summary for agreed terms & conditions

Section-V : Attachment – I to GCC, Forms & Formats

#### **VOLUME – II of II**

Section-VIII : Material Requisition (MR)

Section-IX : Special conditions of contract

Section-X : Technical specification

## Section-XI : Schedule of rates/Price Schedule

**6.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **7. Clarification of Bidding Documents**

**7.1** A prospective bidder requiring any clarification of the Bidding Documents may notify TNGCL in writing or by fax or e-mail at TNGCL mailing address indicated in the Invitation for Bids. TNGCL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by TNGCL.

Written copies of TNGCL response (including an explanation, of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, 10 (ten) days prior to the bid due date, the same is liable to be considered as no clarification/information required. [In case there is provision of pre-bid conference. all questions/queries should be referred to TNGCL on or before scheduled date of pre-bid conference. The questions/queries received by TNGCL prior to pre-bid conference will be addressed in the pre-bid conference & no separate communication will be sent to bidders.]

### **8. Amendment of Bidding Documents**

**8.1** At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.

**8.2** Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be updated at TNGCL's website. It should be the sole responsibility of the bidder to keep on track of TNGCL's website and make himself aware of any addenda that Purchaser has uploaded at its website during the entire bidding process. TNGCL will not notify individual bidders about any addenda except updating at its website [www.tngcl.com](http://www.tngcl.com).

**8.3** The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue

## **C. PREPARATION OF BIDS**

### **9. Language of Bid**

**9.1** 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, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

**9.2** In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

## **10 Documents Comprising the Bids**

**10.1** The bid prepared by the bidder shall comprise the following components:

### **10.1.1 UN PRICED BID (Part -I)**

**a)** Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.

**b)** Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.

**c)** Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15

**d)** Copy of Bid Security in accordance with ITB Clauses.

**e)** Power of Attorney of the signatory to the Bidding Document.

**f)** Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.

**g)**Original Copy of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while

preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

**h)** Agreement between principal and Agent/Consultant /Retainer/ Associates indicating their relationship & assigned service in case of foreign bidder.

**i)** Various forms & formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted. (Please note any space meant for prices in the forms & formats is to be kept blank only while submitting with Part-I of the bid.)

**j)** List of 2(two) years spares with blank price, if applicable, in line with Technical part.

**k)** List of commissioning spares, if applicable, in line with Technical part

**l)** Any other information/details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.

#### **10.1.2 PRICED BID (Part -II )**

Bid Form and Price schedule duly filled in with price of recommended spares for 2(two) years operation & maintenance be separately given if asked for.

#### **10.1.3 Original Bid Security (Part-III)**

### **11. Bid Form & Price Schedule**

**11.1** The bidders shall complete the Bid Form and Price schedule furnished with the Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity & other scope of work.

### **12. Bid Prices**

**12.1** Bidders shall indicate the following separately (as per Price Schedule)

**A)** Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

**B)** Excise Duty & Sales Tax (rates) against concessional 'C' Form, which will be payable on the finished goods, if this contract is awarded.

**C)** The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.

**D)** The statutory variation in Excise duty & Sales Tax on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to TNGCL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to TNGCL. Further, any statutory variation in the rate of customs duty (except CVD) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to TNGCL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to TNGCL.

E) Inland transportation including transit insurance & other insurance till commissioning as stated, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.

**12.2** Erection & commissioning charges & AMC charges, if applicable, as per SOR including all taxes & duties & service tax as applicable.

**A)** FOB port of shipment inclusive of all taxes, duties and storage charges upto FOB port of Shipment basis.

**B)** CFR port of discharge (INDIA).

**C)** CIF Port of Discharge (INDIA).

**D)** FOT site Erection & commissioning charges & AMC charges, if applicable as per SOR including taxes & duties & service tax, as applicable

**12.4** The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison. of bids and will not in any way, limit the PURCHASER's right to contract on different terms.

**12.5 Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date shall be reimbursed to the bidder on submission of documentary evidence for proof of payment to Govt. Authorities and after ascertaining it's applicability w.r.t contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

### **13 Bid Currencies**

**13.1** Bidders may submit bid in Indian Rupees Only.

### **14 Documents Establishing Bidder's Eligibility and Qualification**

#### **14.1 Bid Evaluation Criteria**

**14.1.1** Pursuant to 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.

#### **14.2 Bidders Eligibility Criteria**

**14.2.1** The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted. **14.2.2** The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

**a)** that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the, Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country.

**b)** that the Bidder has the financial, technical and production capacity necessary to perform the contract;

**c)** that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.



**14.2.3** The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

## **15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

**15.1** Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

**15.2** The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:

**a)** Detailed description of the essential technical and performance characteristics of the goods;

**b)** A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

**15.3** For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

## **16 Period of Validity of Bids**

**16.1** The bid shall remain valid for acceptance for eight (8) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

**16.2** In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

## **17 Bid Security**

**17.1** Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

**17.2** The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17. 7

**17.3** The bid security in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Tripura Natural gas Company Limited, payable at Agartala (India) as per IFB (issued by Indian Nationalised / Scheduled bank or first class International bank) or in the form of irrevocable Bank Guarantee as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. The Bid Security shall be valid for ten (10) months beyond the validity of the Bid as specified in Clause 16.0 of ITB. In case international bank is not having office in India, bidder should ensure that bank guarantee issued by nationalized / schedule bank on behalf of the international bank with sole guarantee to make payment by Indian Bank.

**17.4** Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.

However, this shall not be applicable in case of NSIC registered bidder as specified in Clause 17.9 of ITB.

**17.5** Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to Clause – 16 of ITB.

**17.6** The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-42 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-43.

**17.7** The bid security may be forfeited:

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

b) in the case of a successful bidder,if the bidder fails:

- i) to accept the Purchase Order in accordance with ITB Clause-42 or
  - ii) to furnish Performance Guarantee in accordance with ITB Clause-43
  - iii) to accept correction of errors pursuant to ITB Clause 32.0
- c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favour of Tripura Natural Gas Company Limited and addressed to TNGCL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

17.9 For Domestic Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

Small Scale, Industries units registered with the NSIC, under its single point Registration Scheme, shall be exempted from submission of EMD/Bid Bond.

## **18. Pre-Bid meeting**

**18.1** The bidder (s) or his designated representative who have purchased bid document, are invited to attend a pre-bid meeting which will take place at the venue indicated at Invitation for Bid (IFB) if applicable.

**18.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach TNGCL's office not later than two days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.

**18.4** The text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents.

Any modification of the bidding documents listed in clause of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB Clause-8 and not through the minutes of the prebid meeting.

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

## **19 Formats and Signing of Bid**

19.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original". In addition, the bidder shall submit three copies of the bid clearly marked "copies".

In the event of any discrepancy between the original and the copies, the original will govern.

19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

19.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.

## **20 Zero Deviation**

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

## **D. SUBMISSION OF BIDS**

### **21. Sealing and marking of bids**

21.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:

Part I - Techno-commercial/ un-priced Bid

Part II - Priced Bid

Part III - Original Bid Security

**21.2 Techno Commercial un-priced Bid: (Part I):** Original Bid of Techno-commercial Un-priced Bid shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid for ..... Procurement" .

**21.3 Price Bid: (Part II):** Original Price Bid shall be sealed in separate envelope super scribing "Price Bid for ..... "Not to Open along with Techno-Commercial Unpriced Bid".

**21.4 Bid Security: (Part-III)** Original and two copies shall be sealed in separate envelopes clearly super scribing "Bid Security for ..... Procurement"

**21.5** All three envelopes containing Techno-Commercial un-priced Bids, Price Bids and Bid security shall further be sealed in one outer envelope super scribing "Bid for ..... Procurement", Bidding Document Number.

**21.6** Bids must be received at the address given at Invitation for Bid.

**21.7** Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

**21.8** If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to withstand the weight and enroute handling by Postal department/ Courier Services.

## **22 Deadlines for Submission of Bid**

**22.1** Bids must be received by the Purchaser at the address specified at Invitation for Bid (IFB) not later than the date and time specified in the IFB.

**22.2** The PURCHASER may, at its discretion, on giving reasonable notice at its website ([www.tngcl.com](http://www.tngcl.com)) extend the deadline for the submission of bids in which case all rights and obligations of the

PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

### **23 Late Bids**

**23.1** Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected.

### **24 Modifications and Withdrawal of Bids**

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

**24.2** No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security,

## **E. OPENING AND EVALUATION OF BIDS**

### **25 Bid Opening**

#### **25.1 UNPRICED TECHNO-COMMERCIAL BID**

OPENING:

**25.1.1** The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 25.0 of ITB, in the presence of bidders' designated representatives who choose to attend, at date, time as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening register evidencing their attendance.

### **26 Process to be Confidential**

**26.1** Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.

### **27 Contacting the Purchaser**

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

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

## **28 Examination of Bids & Determination of responsiveness**

### **28.1 Techno-Commercial Bid Evaluation**

**28.1.1** The PURCHASER 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.

**28.1.2** Prior to the detailed evaluation. The PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, Conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.

**28.1.3** 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 and returned un-opened to such bidder(s).

**28.1.4** The Purchaser'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 nonresponsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

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

**i)** Bidder's Qualification on Meeting Bid Evaluation Criteria (BEC)

**ii)** Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum

acceptable standard of completeness, consistency and detail will be rejected as nonresponsive.

**iii)** Overall completeness and compliance with the other terms and condition included in the bid document. The bid that does meet acceptable standard of completeness, consistency and detail will be rejected as nonresponsive.

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

**28.2** Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.

## **29 Price-Bid Opening**

**29.1** The Purchaser 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.

**29.2** The PURCHASER will open price bids of all bidders notified to attend price bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.

**29.3** The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

## **30 Arithmetic Corrections**

**30.1** The bids will be checked for any arithmetical errors as follows:

**30.1.1** 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.

**30.1.2** 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.

**30.1.3** When it is shall be 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.



**30.1.4** If the bidder does not accept the correction of errors, his bid will be rejected and the bid security will be forfeited.

### **31 Evaluations and Comparison of Bids**

**31.1** The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive.

#### **31.2 Bid Evaluation and Comparison Criteria:**

The evaluation of the entire responsive bid for supplies to be arrived at the lowest evaluated offer as under:

The prices quoted by Bidders for the scope of work defined in the tender documents will include customs duty plus C.V.D. and any addition duty, if any, excise duty and sales tax as applicable which shall be indicated separately.

Price quoted by the domestic bidders shall include all costs towards Insurance (as applicable as per bid document) all type of handling, transportation, works contract/turnover/ VAT/ trade tax service tax and any other duties liabilities, levies, fees etc. as applicable and payable by the CONTRACTOR under the Contract or for any other cause as already envisaged in the Bid Document..

**31.3** OWNER/CONSULTANT'S price evaluation and price comparison of techno-commercially acceptable bids shall take following in account:

**i)** Total value on FOT site basis including liability towards customs duty, excise duty, all other taxes & duties, levies, transportation, all insurance and all other costs including charges towards installation, testing commissioning, calibration etc. & taxes thereon including service tax as applicable up to Final Acceptance of work complete in all respects covered under para 31.2 above.

**ii)** Cost of mandatory spares, if any.

**iii)** Lumpsum Annual operation & maintenance charges during warranty period (one year) including manpower, oil, lubricant, consumable (excluding electric power, CNG Gas) and spares as required etc. [Not Applicable for this Bid]

**iv)** Lump sum annual operation & maintenance charges for 2 year beyond one year warranty period including manpower, oil, lubricants, consumables (excluding electric power, CNG gas) and spares as required etc. [Not Applicable for this Bid]

**v)** Bidder shall indicate CENVAT amount made available to TNGCL in the SOR, however same shall not be considered for evaluation.

**vi)** Cost of special tool & tackles for operation & maintenance.

**vii)** Cost of Training of Owner's personnel's.

**viii)** Third Party Inspection will be carried by owner/consultant and cost towards this @1% of Ex-works prices of the supplies shall be added for price comparison purpose.

**ix)** Price will be obtained and evaluated 'With C – Form'.

**31.4** Bids not conforming to Bid Qualification criteria and technical specifications/requirements shall be rejected.

**31.5** The evaluation for award shall be made on total package basis. The bidders must quote for full quantity against each items of SOR.

**31.6** The prices shall be compared on turnkey basis inclusive of all material supply and services with taxes/duties, CESS including marine freight, marine insurance, and payment of custom duty, port clearance, inland transportation to site, transit insurance & insurance till commissioning and complete site work as per bid document. The lowest evaluated bid shall be considered for award on turnkey basis. However, the price quoted for 2 years Operational Spares shall not be considered for the purpose of arriving at the total price.

**31.7** Bids not conforming to technical specifications / requirements shall be rejected.

## **32 Preferences**

**32.1** Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.

**a)** Purchase Preference Purchase preference to the products and services of Central / State Government / Public Sector, Enterprises and Public Sector Construction and Services Enterprises may be accorded in line with the instructions of the Govt. from time to time.

**b)** Price Preference to Indigenous Supplier / Services over Imported Materials against International Competitive Bidding.

The price preference to be given to the indigenous supplies / services over the imported ones will be governed in line with the instructions of the Govt. from time to time.

c) Price / purchase preference to the products of SSS

The price preference to be given to the SSS will be governed in line with the instructions of the Govt. from time to time.

## **F. AWARD OF CONTRACT**

### **33 Post Qualifications**

**33.1** In the absence of pre qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

**33.2** The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

**33.3** An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

### **34 Award Criteria**

**34.1** The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **35 PURCHASER's Right to Vary Quantities at Time of Award**

**35.1** PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 25 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions.

Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

### **36 PURCHASER's Right To Accept Any Bid and to reject any or All Bids**

**36.1** PURCHASER reserves the right to accept Any Bid And To reject or reject any bid and to annul the bidding Any or All Bids process and reject all bids, at any time prior to award of contract, without thereby

incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.

### **37 Notification of /Award Fax of Acceptance**

**37.1** Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or e-mail to be confirmed in writing. That his bid has been accepted. The notification of award/ Fax of Acceptance will constitute the formation of the Contract.

**37.2** Delivery / Completion shall commence from the date of notification of award / Fax of Acceptance (FOA)

**37.3** Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of your bid and bidding document.

Bidder will be required to confirm receipt of the same by returning "copy of the FOA duly signed and stamped by the bidder as a token of acknowledgement to TNGCL. On receipt FOA acknowledgement without any deviation/condition, detail Purchase Order/ Contract will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to TNGCL.

### **38 Acceptance of Purchase Order**

**38.1** PURCHASER will issue the Purchase Order to the successful bidder, who, within 07 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

### **39 Performance Guarantee**

**39.1** Within 07 days of the receipt of the notification of award/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee towards performance guarantee shall be in the currency of the Contract.

**39.2** The performance guarantee shall be for an amount equal to 10% of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an

International bank situated in India and registered with Reserve bank of India as scheduled foreign bank.

**39.3** 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.

**39.4** SSI Units registered with the NSIC, under its single point Registration Scheme shall be exempted from submission of Security Deposit/ Contact Performance Guarantee to the Monetary Limit for which the unit is registered.

#### **40 Income Tax Liabilities**

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

#### **41 Integrity Pacts**

**a)** The bidder(s) are required to execute the "Integrity Pact" attached in the Bid Document. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

**b)** 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.

**c)** In case, the information/ document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, TNGCL 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 TNGCL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.

**d)** In case this 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.

**e)** Further, such bidder/ vendor / contractor shall be put on Blacklist/ Holiday list of TNGCL debarring them from future business with TNGCL.

#### **42 WAIVER OR TRANSFER OF THE AGREEMENT:**

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

#### **43 ORDER OF PRECEDENCE:**

**43.1** 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.

#### **44.0 UNSOLICITED POST TENDER MODIFICATION:**

**44.1** Bidders are advised to quote as per terms and conditions of the bidding document and not to stipulate deviations / exception. Once quoted, the bidder shall not make any subsequent changes, whether resulting or arising out of technical / commercial clarification and details sought on any deviations, exceptions or stipulation mentioned in the bid unless any amendment to Bidding Document is issued by Owner / Consultant. Similarly, no revision in quoted price shall be allowed should the deviation stipulated by him are not accepted by TNGCL and are required to be withdrawn by him in favor stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

#### **45.0 CENVAT / VAT CREDIT:**

**45.1** Bidder shall provide required documents for availing Cenvat / VAT Credit applicable on Customs duty, Excise duty, CST / LST / VAT and **Service Tax** as per prevailing rule.

#### **46.0 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 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:

i) Issue of Tender Documents to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid security.

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

iv) 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 total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (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.

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

vi) 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.

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 Polity (PPP), 2012.

**SECTION – III**  
**GENERAL CONDITIONS OF CONTRACT**  
**(GCC - GOODS)**  
**APPLICABLE FOR SCOPE OF WORK FOR SUPPLY OF**  
**GOODS UPTO FOT SITE.**

**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 15<sup>th</sup> 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**

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

### **3 Application**

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

### **4 Country of Origin**

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

### **5 Scope of Contract**

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

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

**5.3** The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents 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.

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

## **11 Patent Rights, Liability & Compliance of Regulations**

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

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

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

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

## **12 Performance Guarantee**

**12.1** Within 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 Time Schedule & Progress Reporting**

**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, lightning 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**

40.1 PURCHASER reserves the right, within 12 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions.

#### **41 Limitation of Liability**

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

**SECTION – IV**  
**BRIEF SUMMARY OF AGREED TERMS &**  
**CONDITIONS**

**SECTION - V**  
**BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS**

Following shall be duly filled in all respect with all due care and must be returned by the bidder along with each copy of Unpriced part of Bid /Offer.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	<b>Bidder's details:</b>	
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
	g) Indicate name & contact telephone/fax no. of person(s) to whom queries, if any, are to be addressed against your bid.	
2	<b>Manufacturer's Details, in case the bidder is not manufacturer:</b>	
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the Contact person.	
	g) Letter from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required, to be submitted.	
3	<b>Bid Security details:</b>	
	a) Name & Address of issuing Bank	
	b) Security No. & Date	
	c) Value ( Rs ..... )	

	d) Validity {Valid minimum for Sixt (6) months from the final date of submission of offer.}	
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
	<p>e) Issuing Bank of Bid Security could be one of the following:-</p> <p>i. Any Indian Nationalized Bank</p> <p>ii. Indian Schedule Bank, however, in case of Bank Guarantee/ letter of credit, the Bank must be a commercial Bank having net worth in excess of Rs. 100 Crores and a declaration to this effect to be made by Bank in BG /LC itself or separately on their letter head.</p> <p>iii. Branch of International Bank situated in India and registered with Reserve Bank of India as schedule foreign Bank, however, in case of Bank Guarantee/ letter of credit, the Bank must be, commercial Bank having net worth in excess of Rs. 100 Crores and a declaration to this effect to be made by Bank in BG /LC itself or separately on their letter head.</p>	
	<b>f) Details of issuing Bank</b>	
	i. Name	
	ii. Full address	
	iii. Tel No.	
	iv. Fax No.	
	v. Email	
	vi. Name & designation of the Contact person.	
<b>4</b>	<b>Validity of Bid</b> {Valid minimum for four (4) months from the final date of submission of offer.}	
<b>5</b>	<b>Scope of Work</b>	
	a) Please confirm that the scope of work is complete as per tender requirement & as per Price Schedule.	
	b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format F-6 to GCC attached with bid document.	
	c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere, the same shall be considered 'NULL & VOID'.	
<b>6</b>	<b>Delivery Period/ Completion Period</b>	
	a) Confirm your acceptance of delivery period /completion period as per requirement Specified in bid Document in 'Time Schedule' for Indian Bidder on FOT Project Site Basis to be reckoned from issue of date of Fax of Intent (FOI).	
	b) Is completion of work in the form of Bar Chart enclosed?	



<b>7</b>	<b>Currency of Offer</b> Please indicate the currency in which the offer is submitted. i. For Imported Component ii. For Indigenous Component	
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
<b>11</b>	<b>Spares (Article – 19 of GCC)</b> Confirm that 2 years Spares if required in Bid Document, has been quoted on FOT Site basis.	
<b>12</b>	<b>Freight Charges:</b> Ensure & confirm that firm freight charges up to FOT Site has been quoted separately for each item in SOR.	
<b>13</b>	<b>Transit Insurance</b> a) Transit Insurance shall be arranged by the Bidder. Confirm Insurance charges have been included in Quoted Price upto FOT site. b) Also confirm that documentary proof for transit insurance shall be forwarded before dispatch to Owner.	
	b) If there is any variation in Excise Duty at the time of supplies for any reason other than statutory variation, including turnover, confirm the same will be borne by bidder.	
	c) It is noted and confirmed that statutory variation in ED within contractual delivery shall be to Owner's account.	
	d) If excise duty is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e) In case (b) or (d) is not acceptable, indicate maximum rate of excise duty chargeable. (same shall be considered by Owner for price evaluation & comparison).	
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
<b>17</b>	<b>Terms of Payment as specified in Special conditions of Contracts.</b>	
	a) Confirm acceptance of terms of payment.	
	b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' shall lead to rejection of offer.	
	c) All the Deviation have been indicated in 'Exception & Deviation' format (including in annexure, if any) and have not been repeated in the bid/offer.	
<b>18</b>	<b>Price Reduction Schedule (PRS):</b>	
	a) Confirm acceptance of Price Reduction Schedule (PRS) as per GCC & confirm that The invoice shall be submitted for the amount duly reduced to the extent of PRS for :-	

	i. i) Delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.	
	ii. ii) Deficiency in performance & services as per provision of Bid Document.	
	b) Confirm in case of delay in delivery beyond CDD, any new or additional taxes and duties imposed after contractual delivery shall be to Bidder's account.	
<b>19</b>	<b>Guarantee / Warrantee:</b> Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document.	
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
<b>20</b>	<b>Performance Bank Guarantee (PBG)</b> - Performance Bank Guarantee shall be submitted within 15 days of receipt of notification of award / fax of intent (FOI) from purchaser as per following:-	
	Only one BG for Performance of contract is required from principal bidder which is 10% of the total contract value valid for 90 days beyond completion of contractual period including Operation & Maintenance Contract (OMC).	
<b>21</b>	<b>Inspection (Article – 13 of GCC)</b>	
	a) Confirm acceptance to inspection requirement as per Bid Document.	
	b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner. However for comparison purpose 0.5% of ex-works shall be taken as third party inspection charges.	
<b>22</b>	<b>Part order</b> Confirm acceptance to PART ORDER. In case of part ordering, charges if quoted lumpsum and/or applicable to more than one item shall be prorated on value basis.	
<b>23</b>	<b>Repeat Order</b> Confirm acceptance of repeat order(s) up to 50% of contract amount within 06 months from the date of basic order, as per terms of Bid Document except in the following cases:	
<b>24</b>	<b>Site Work</b> In case of Site work, confirm acceptance of Terms & Conditions for Site work as contained in the Bid Document.  Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.  Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
<b>25</b>	<b>MISCELLANEOUS</b>	

	a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
	b) All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under this Contract shall be borne by the Bidder.	
<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
	c) Please indicate complete details such as the name, address and Account No. etc. of your Bankers (for L/C purpose).	
	d) Confirm that all document, as per clause no. 10 of ITB and addendum - I, if any, have been duly signed & submitted	
	e) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
<b>26</b>	<b>Declaration by Bidder</b>	
	a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document in two Volumes - I & II containing Instruction to Bidder, GCC, SCC & all other parts of tender document & attachments and Addendum, if any. Deviations, if any, have been listed in 'Exception & Deviations' format.	
	b) Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
	c) Confirm that you have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.	
	d) i) Is there any litigation held in last 20 years or is there any pending litigation ? ii) If yes, please enclose details.	
<b>27</b>	<b>Please also confirm the following:-</b>	
	a) Is "Security Deposit" clause of Bid Document acceptable?	
	b) Is "Force Majeure" clause of Bid Document acceptance?	
	c) Is "Arbitration Clause" of Bid Document acceptable?	
	d) Confirm that the contents of bidding documents have not been altered / changed / modified after downloading the bid document.	
	e) All document including signed original tender document & addendums thereof enclosed as per check list for submission of bid.	

**Bidder confirms that in case of conflicting version of various terms & conditions at different places in his offer the confirmation furnished above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.**

Bidder's Signature:  
Name:  
Designation  
Stamp

**SECTION – V**  
**FORMS AND FORMATS**

**F – 1**  
**BIDDER'S GENERAL INFORMATION**

To  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

1-1 Bidder Name: \_\_\_\_\_  
1-2 Numbers of Years in Operation: \_\_\_\_\_  
1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: \_\_\_\_\_

1-7 Website: \_\_\_\_\_

1-8 Fax Number: \_\_\_\_\_  
(Country Code) (Area Code) (Telephone Number)

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

1-10 Bid Currency \_\_\_\_\_

1-11 Port of shipment \_\_\_\_\_

1-12 Whether Supplier / Manufacturer \_\_\_\_\_

Dealer/Trader/Contractor

1-13 Type of Material Supplies : \_\_\_\_\_

1-14 Banker's Name : \_\_\_\_\_

1-15 Branch : \_\_\_\_\_

1-16 Branch Code : \_\_\_\_\_

1-17 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

1-18 Excise Registration number : \_\_\_\_\_

1-19 Excise Range : \_\_\_\_\_

1-20 Excise Division : \_\_\_\_\_

1-21 Excise Collectorate : \_\_\_\_\_

1-22 Local ST No. : \_\_\_\_\_

1-23 CST No. : \_\_\_\_\_

1-24 PAN No. : \_\_\_\_\_

1-25 Whether SSI Registrant Or not : \_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

**Note:** All of formats should be submitted in the Letter Head of the Bidder

**F – 2**

**BID FORM (PART – I)**

(To be furnished on Bidder's Letter Head)

To,  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

Dear Sir,

After examining/reviewing the Bidding Documents for \_\_\_\_\_ including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Addenda Nos. \_\_\_\_\_.

We confirm that this bid is valid for a period of eight (8) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE  
DATE:

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

**LIST OF ENCLOSURES WITH PART – I (UNPRICED BID)**

To,  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

Dear Sir,

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

- 1) **Price Schedule** - Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
- 2) **Bid Qualification Criteria** - Documentary evidence establishing that Bidder is eligible to bid and meets Qualification Criteria in accordance with ITB Clause 14.
- 3) **Goods' Eligibility and Conformity** - Documentary evidence establishing Goods' Eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
- 4) **Copy of Bid Security** - Copy of Bid Security in accordance with ITB Clauses.
- 5) **Power of Attorney** - Power of Attorney of the signatory to the Bidding Document.
- 6) **Annual Turnover for last three years** - Document showing Annual Turnover for the last three years such as annual reports, profit and loss account, net worth etc.
- 7) **Original and a Copy of Bidding Documents** - One Original and One Copy of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
- 8) **Various Forms & Formats** - Various Forms & Formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted. **(space for prices is kept blank, as these documents are meant for unpriced Part of the bid.)**
- 9) **List of 2(two) years spares with blank price, if applicable** - List of 2(two) years spares with blank price, if applicable in line with Technical part.
- 10) **List of commissioning spares, if applicable** - List of commissioning spares, if applicable, in line with Technical part
- 11) **Any other information/details** - Any other information / details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.

(SEAL AND SIGNATURE OF BIDDER)

**F – 3A**  
**ANNUAL TURNOVER**

**Details / Figure specifically furnished in each column below:-**

Applicant's Legal Name:  
JV Partner's Legal Name:

Date:  
Tender No.:  
Page ..... of .....

**Each bidder must fill in this form (Single Entity)**

Annual Turnover data for the last 3 audited financial years.

<b>Year</b>	<b>Currency</b>	<b>Amount</b>	<b>Amount (INR) (*)</b>
Year 1:			
Year 2:			
Year 3:			

Each member of a JV/Consortium must fill in this form (J. V. Consortium)

**Annual Turnover data for the last 3 audited financial years**

<b>Year</b>	<b>Currency</b>	<b>Amount</b>	<b>Amount (INR) (*)</b>
Leader of J. V./Consortium			
Year 1:			
Year 2:			
Year 3:			
<b>Partner A</b>			
Year 1:			
Year 2:			
Year 3:			
<b>Partner B</b>			
Year 1:			
Year 2:			
Year 3:			

**Total:**



1. In case the tenders having the bid closing date upto 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available for turnover criteria specified in Financial BEC, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate three (03) preceding financial years.

2. The information supplied should be the – Annual Turnover of the applicant and each member of a V/Consortium.

3. A brief note should be appended describing details as per audited results.

4. Indicate Financial year if it is different from April to March.

Signature of Bidder

(\*) To filled by Owner / Consultant

**F – 3B**  
**FINANCIAL SITUATION**

Applicant's Legal Name:  
JV Partner's Legal Name:

Date :  
Tender No.:  
Page ..... of .....

**Each bidder must fill in this form**  
**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

Sl. No.	Description	Amount	
			(INR) (*)
1.	Current Assets		
2.	Current Liabilities		
3.	Working Capital (1-2)		
4	Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)		

1. In case the tenders having the bid closing date up to 30th September of relevant financial year, and audited financial results of immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for "Net Worth" and "Working Capital" calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate preceding financial year.

2. 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 or partner to JV/Consortium, and not sister or parent companies.
- 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 period shall be requested or accepted).

Signature of Bidder

**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,

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 Limited, 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 6 months 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 .....200.... at.....

WITNESS:  
(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

## **INSTRUCTIONS FOR FURNISHING BID-GUARANTEE BANK GUARANTEE**

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the 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 Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's Email/Fax/ 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/Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence to be submitted.

**F – 5**  
**LETTER OF AUTHORITY**  
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING SUBSEQUENT NEGOTIATIONS  
/CONFERENCES

No.

Date:

To,  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

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 authorized 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.

**F-6**  
**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK:

BID DOCUMENT NO. :

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

<b>SL. NO.</b>	<b>CLAUSE NO.</b>	<b>PAGE NO. OF TENDER DOCUMENT</b>	<b>DEVIATION</b>	<b>REASONS FOR DEVIATION</b>

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner / Consultant.

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF BIDDER: \_\_\_\_\_  
& SEAL

**Note 1:** Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavoidable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.

**Note 2:** All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).

**Note 3:** In case of "No Deviation" this format is to be filled in as 'No Deviation' & to be submitted along with the offer.

**F – 7**  
**CERTIFICATE**

To,  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for..... the following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

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

To,  
Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

Dear Sirs,  
M/s ..... have been awarded the work of  
..... for Tripura Natural Gas Company  
Limited, 33, Office Lane, Agartala, Tripura-799001.

The Contracts conditions provide that the SELLER shall pay a sum of Rs. ....Rupees as full Performance Guarantee in the form therein mentioned. The form of payment of Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Tripura Natural Gas Company Limited., in case of default.

The said ..... has approached us and at their request and in consideration of the promises we having our office at ..... agreed to give such guarantee as herein after mentioned.

1. We hereby undertake ..... and agree with you that if default shall be made by M/s..... performing any of the terms and conditions of the tender or in payment of any money payable to Tripura Natural Gas Company Limited. 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. Rs. ..../- (Rupees ..... ) from us in manner aforesaid will not be affected or 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 up to .....  
..... 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 favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ..... granted to him by the Bank.

Yours faithfully,  
.....Bank  
By its Constituted Attorney

Signature of a person  
duly authorized to sign  
on behalf of the Bank.

## **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Agartala.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence.

## **PACKING, MARKING AND SHIPPING INSTRUCTIONS**

The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

### **1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY**

#### **1.1 Packing**

1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.

1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

1.1.3 All delicate surfaces on equipments/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/paint. A copy of the packing list shall accompany the material in each package.

1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.

1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.

1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.

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

1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list, shall be fastened outside of the package in waterproof envelope and covered by metal cover.

1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

## 1.2 Marking

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

**(OWNER)  
PROJECT  
(DESTINATION)**

Purchase order No. \_\_\_\_\_  
Net Wt. \_\_\_\_\_ Kgs. Gross Wt. \_\_\_\_\_ Kgs.  
Dimensions \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ CMS.  
Package No. (S. No. of total Packages) \_\_\_\_\_  
Supplier's name \_\_\_\_\_

1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tonnes and above.

1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

## 1.3 Dispatch

(a) Despatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to

- Tripura Natural Gas Company Limited, Agartala
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

### **(b) Dispatch by Road**

(i) The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.

(ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following:-

- Tripura Natural Gas Company Limited, Agartala
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

### **(c) Shipment by Air**

Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is effected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of TNGCL/GAIL's agents shall be intimated later.

**(d) Advance Information**

Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of dispatch, Railway receipt Wagon Number/ GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address etc., by way of Fax to following:

- Tripura Natural Gas Company Limited, Agartala
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

**(e) Transmission of Dispatch Documents**

SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.

- (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
- (ii) Delivery Note/Railway Receipt/Truck Receipt.
- (iii) Manufacturer's/SUPPLIER's Guarantee Certificate
- (iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following address:

To,  
IN CHARGE C&P  
Tripura Natural Gas Company Limited  
33, Office Lane, Agartala-799001  
Tripura (West)

- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.

**F-10**  
**DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS**

Description of the work	Location of the work	Full Post 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 award and completion certificate for the above works to be enclosed.

The work completed earlier than three years need not be indicated here.

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

Failing to comply aforementioned instructions may lead to rejection of bid.

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**(SEAL AND SIGNATURE OF BIDDER)**



**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER / OWNER**

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS TRIPURA NATURAL GAS COMPANY LIMITED (hereinafter referred to as TNGCL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 33, Office lane, Agartala-799001 (INDIA) has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

**AND WHEREAS**

i) TNGCL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by TNGCL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the

**CONTRACTOR.**

ii) As a pre-condition to the supply of the said materials by TNGCL to the CONTRACTOR, TNGCL has required the CONTRACTOR to furnish to TNGCL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TNGCL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to TNGCL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to TNGCL forthwith on demand in writing without protest or demur the value as specified by TNGCL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with TNGCL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

THE CONTRACTOR hereby agrees with TNGCL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of TNGCL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date,



the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to TNGCL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of TNGCL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of TNGCL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by TNGCL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by TNGCL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to TNGCL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated\_\_\_\_\_.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

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**CERTIFICATE OF NON-INVOLVEMENT OF AGENT**

Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala– 799006(INDIA),  
India.

Dear Sir,

This is to certify that we have not engaged involve any Agent /Consultant/Retainer/Associate who is not an employee of \_\_\_\_\_ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

- 1. This certificate should be issued in the Letter Head of the Bidder.**
2. This certificate is to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

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

To:

M/s Tripura Natural Gas Company Limited

Dear Sirs,

M/s ..... have been awarded the order for supply of ..... for Tripura Natural Gas Company Limited, 33, Office Lane, Agartala, Tripura-799001

The Contracts conditions provide that the SELLER shall pay a sum of Rs. .... Rupees as full Performance Guarantee in the form therein mentioned. The form of payment of Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify Tripura Natural Gas Company Limited., in case of default.

The said M/s..... has approached us and at their request and in consideration of the promises we having our office at ..... 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..... performing any of the terms and conditions of the tender or in payment of any money payable to Tripura Natural Gas Company Limited, we shall on demand pay without any recourse to the supplier 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. Rs. ...../- (Rupees ..... ) from us in manner aforesaid will not be affected or 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.

### **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,0000/- (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence.

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**DECLARATION OF BIDDER'S INCOME TAX LIABILITY**

Tripura Natural Gas Company Limited  
Shilpa Nigam Bhawan, Khejurbagan  
Agartala- 799006(INDIA),  
India.

Dear Sir,

We, hereby declare that we have no outstanding Income Tax liability

OR

We,....., hereby declare we have an outstanding Income Tax Liability of  
Rs.....(Rupees.....only) only made up as follows:

Assessment year

TOTAL

\_\_\_\_\_  
\_\_\_\_\_

The said amount (s) is / are outstanding for the following reasons:

(State reasons)

We have furnished following securities to secure payment (s) of the said outstanding ( State securities (if any) and amount secured)

Notes:

**1. To be submitted on the Letter Head of the Bidder.**

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**DECLARATION**

We confirm that we are not under any liquidation / court receivership or similar proceedings.

We also confirm that we have not been banned or delisted by any Government or Quasi Government Agencies or PSU.

We to confirm that the contents of Bid Document are not altered or modified by us.

Signature & Seal of Bidder

**Note : This should be submitted in the Letter Head of the Bidder**