GODAVARI GAS PRIVATE LIMITED

(A Joint Venture of M/s Andhra Pradesh Gas Distribution Corporation Ltd. and M/s Hindustan Petroleum Corporation Ltd.)

TENDER FOR

PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

DOMESTIC COMPETITIVE BIDDING

Tender No. 05/51/E/0086/GGPL/028

VOLUME – I OF II

PREPARED AND ISSUED BY
MECON LIMITED
(A Govt. of India Undertaking)
Delhi, India

MASTER INDEX

SUBJECT: **PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED**

SECTION	DESCRIPTION
(COMMERCIAL: VOLUME I OF II)	
I	INVITATION FOR BID (IFB)
II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
III	INSTRUCTIONS TO BIDDERS
IV	GENERAL CONDITIONS OF CONTRACT- GOODS
V	SPECIAL CONDITIONS OF CONTRACTS + ANNEXURES
VI	PRICE SCHEDULE
(TECHNICAL: VOLUME II OF II)	
	MATERIAL REQUISITION, ETC

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: 05/51/E/0086/GGPL/028 **Date: 26.10.2026**

To,

[PROSPECTIVE BIDDERS]

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), Engineering & Project Management Consultant (EPMC) for the project, on behalf of **M/s GODAVARI GAS PRIVATE LIMITED (GGPL)** [having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. (CIN No. U40300AP2016PTC104159)], a joint venture of M/s Andhra Pradesh Gas Distribution Corporation Limited (APGDC) and M/s Hindustan Petroleum Corporation Limited (HPCL), operating CNG & City Gas Distribution in the East Godavari & West Godavari districts of Andhra Pradesh, invites bids from bidders for the subject supply/ job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

<table>
<tr><td>(A)</td><td>SCOPE OF SUPPLY /PROCUREMENT</td><td>PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED</td></tr>
<tr><td>(B)</td><td>TENDER NO. & DATE</td><td>05/51/E/0086/GGPL/028 dated 26.10.2026

TYPE OF TENDER

<table><tr><td>E-TENDER</td><td>√</td></tr><tr><td>MANUAL</td><td>X</td></tr></table></td></tr>
</table>

<table>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td>
<table>
<tr><td>SINGLE BID SYSTEM</td><td>X</td></tr>
<tr><td>TWO BID SYSTEM</td><td>√</td></tr>
</table>
DOMESTIC COMPETITIVE BIDDING
</td></tr>
<tr><td>(D)</td><td colspan="2">CONTRACTUAL COMPLETION PERIOD

Contract for procurement of PE pipes shall be awarded on Annual rate contract basis. The validity of Annual Rate Contract shall be for a period of 2 years (24 months) from the date of issuance of FOA.

The delivery schedule (on FOT basis) shall be as follows: -
<table>
<tr><th>SIZE of PE Pipes
(in MM)</th><th>Lot-1
(Qty. in Meter)
12 weeks from the date of Written intimation/Release order</th><th>Subsequent lots
(Qty. in Meter)
12 Weeks from the date of Written intimation/Release order</th></tr>
<tr><td>90 mm</td><td rowspan="4">The first lot will comprise of quantity upto 25% of total quantity (i.e., equal to or less than 25% of ordered quantity).</td><td rowspan="4">As per requirement</td></tr>
<tr><td>63 mm</td></tr>
<tr><td>32 mm</td></tr>
<tr><td>20 mm</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td>(E)</td><td>BID SECURITY / EARNEST MONEY DEPOSIT (EMD)</td><td>
<table>
<tr><td>APPLICABLE</td><td>√</td></tr>
<tr><td>NOT APPLICABLE</td><td>X</td></tr>
</table>
Bid Security/ EMD Amount:
<table>
<tr><th>Item No.</th><th>EMD Amount (Rs.)</th></tr>
<tr><td>1 (90 mm)</td><td>3,24,000/-</td></tr>
<tr><td>2 (63mm)</td><td>3,32,000/-</td></tr>
<tr><td>3(32 mm)</td><td>1,76,000/-</td></tr>
<tr><td>4 (20 mm)</td><td>2,92,000/-</td></tr>
</table>
Note: In case bidder quotes for more than one item, the requirement of bid security amount shall be on cumulative basis for the quoted items. In case of short fall in submitted bid security, complete offer shall be liable for rejection.
(Refer clause no.16 of ITB & BDS for details)
</td></tr>
<tr><td>(E1)</td><td>DECLARATION FOR BID SECURITY</td><td>MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.</td></tr>
<tr><td>(F)</td><td>AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)</td><td>From 26.10.2026 to 13.11.2026 (1400 Hrs, IST) on following websites:

(i) GGPL's Tender Website: https://godavarigas.co.in/tenders.php

(ii) e-Tendering Portal: https://petroleum.ewizard.in/

(iii) MECON Website: www.meconlimited.co.in

Note: Bids are to be submitted on e-tender Portal {website at sl. no. (ii) above}.</td></tr>
</table>

(G)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: **31.10.2026** Time: **12:00 Hrs.** (IST) Shall be conducted through Video Conferencing: Google Meet joining info Video call link: https://meet.google.com/gun-xsio-tyn
(H)	BID DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 13.11.2026 Time : 1400 Hrs.
(I)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 13.11.2026 Time : 1500 Hrs. Venue : Online Google Meet joining info Video call link: **https://meet.google.com/ztv-obpv-fhg**
(J)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Vaidant Kumar Bairwa Designation: Dy. GM In-Charge (Contracts) Phone No. & Extn :+91-11-22401100/03 Direct No.: +91-11-22401100/03 e-mail : cont-delhi@meconlimited.co.in
(K)	DEALING GGPL's OFFICE ADDRESS	**M/s Godavari Gas Private Ltd. (GGPL)** Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P.

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

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.

3.0 In case of E-Tender, bid must be submitted only on https://petroleum.ewizard.in/ . Further, the following documents, in addition to uploading the bid on e-tender portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid due date failing which the bid shall be liable for rejection:

i) EMD/ Bid Bond
ii) Line of Credit (if applicable)

The aforesaid documents are required to be submitted at the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III].

Further, GGPL reserves the right to seek in physical form (original/notarized true copy) of any document (s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited / Bid Security Declaration clause shall be invoked.

4.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply/Specification(s) as specified in Tender Document.

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

10.0 VOID

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.
For & on behalf of
Godavari Gas Private Limited
(Authorized Signatory)

(Vaidant Kumar Bairwa)
Dy. GM In-Charge (Contracts)
MECON Limited, Delhi
E-mail ID : cont-delhi@meconlimited.co.in
Contact No. : 011-22401100/03

CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : *05/51/E/0086/GGPL/028 dated 26.10.2026*

Description : *PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED*

Bid Due Date& Time : *At 1400 Hrs on 13.11.2026*

From:	***To:***
	The Asst. Manager (C&P), M/s Godavari Gas Private Ltd. (GGPL) Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. Kind Attn: Sh. Satya Rakesh **E-mail:** satyarakesh.m@apgdc.in

(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. TECHNICAL CRITERIA

A.1 The Bidder shall be regular manufacturer of PE-100 Pipes used for natural gas service.

A.2 The plant from which the quoted items are proposed to be supplied, should have the facilities of manufacturing PE pipes of Natural gas services as per IS: 14885: 2022.

A.3 Item wise requirement to qualify is as per the table given below:

Sl. No.	**Description of Tendered Items**	**Requirement of SIZE, Grade & SDR of PE Pipes (in MM) for BEC Qualification**	Minimum Quantity Requirement to Qualify (in Meter)
1	Size (OD) mm- 90, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11	Size (OD) mm-90, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 or lower	**10,800**
2	Size (OD) mm- 63, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11	Size (OD) mm-63, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 or lower	**25,240**
3	Size (OD) mm- 32, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11	Size (OD) mm-32, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 or lower	**56,957.5**
4	Size (OD) mm- 20, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11	Size (OD) mm-20, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 or lower	**1,74,837.5**

The above supply should have been completed in the last seven years reckoned from the bid due date.

A.3.1 For bidders quoting for single item:

The bidder should have manufactured and supplied minimum quantity as per the above table in a single order for the quoted item of same or higher diameter of PE Pipes of grade PE-100, SDR-11 or lower as per IS: 14885 or equivalent.

A.3.2 For bidders quoting for more than one item:

For Bidders quoting for more than one item, the BEC quantity (i.e., Minimum Quantity Requirement to Qualify) will be on cumulative basis in addition to satisfying the condition pertaining to specifications mentioned at A.3.1 above, through a single order or through one order against each item quoted. Further the bidder qualifying for higher diameter/sizes will be considered qualified for lower sizes also **in order from higher to lower pipe sizes**, subject to meeting the cumulative quantity requirement.

A.4 Bidder can also qualify based on past experience required as per clause no. A.1, A.2 & A.3 above, of their foreign manufacturer (having manufacturing unit outside India as a supporting company) subject to fulfilling conditions as per clause no. H here in below.

A.5 In case, bidder is executing a rate contract of above nature which is still running and the executed quantity till one day prior to the due date of submission of bid is equal to or more than the minimum required quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted the *required documents as per clause no. F. (Sl. Nos. 5) issued by the end user / owner / authorized consultant.*

A.6 A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for its' Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

Clarification on TQ:

Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

B. FINANCIAL CRITERIA

B.1 Annual Turnover:

The minimum Average Annual Financial Turnover of the bidder during preceding 3 financial years as per the audited annual financial statements, should be as under: -

Item No.	Minimum Average Annual Turnover requirement (Rs. In Lakh)
1 (90 mm)	47.75
2 (63mm)	49.00

3(32 mm)	26.00
4 (20 mm)	43.00

B.2 Net worth:

Net worth of the bidder should be positive as per the immediate preceding audited financial statement of financial year. For the purpose of net worth for this tender, the same shall be as defined in "Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder" enclosed in the tender document.

B.3 Working Capital:

The minimum working capital of the bidder as per the audited annual financial statement of immediate preceding financial year, should be as under: -

Item No.	Minimum Working Capital Requirement (Rs. In Lakh)
1 (90 mm)	9.55
2 (63mm)	9.80
3(32 mm)	5.20
4 (20 mm)	8.60

B.4 If a bidder quotes and intends to qualify for multiple Items, then the requirement of Average Annual Turnover and minimum working capital shall be calculated on cumulative basis as stated above for the quoted Items.

***Note**:*

(i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable.

However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions, or in response to commercial query, failing which bid shall be rejected.

(ii) **Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

(iii) **Net Worth/Working Capital**: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/ Working Capital.

C. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):**

(i) For Annual Turnover:
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) **For Net-Worth & Working Capital:**
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
https://www.xe.com/currencyconverter
https://economictimes.indiatimes.com/markets/forex/currency-converter
https://www.oanda.com/currency/converter

D. Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GGPL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

D. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED FROM TIME TO TIME

Not Applicable for this tender

E. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

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

Sl. No	BEC Clause No.	Documents Required for Qualification
	A.	**Technical Criteria**
1	A.1	Factory registration certificate/ GST registration certificate/ NSIC certificate/ ISO certificate or any other document evidencing the bidder as manufacturer from authority.
2	A.2	Copies of a) Valid certificate for bidder's proposed established plant from BIS. b) Documentary proof such as relevant certificates, documents, etc. from which it can be established that the proposed manufacturing plant of PE pipes of natural gas services shall have the adequate facilities as per IS: 14885: 2022
3	A.3	Copies of purchase order along with its proof of execution i.e., execution certificate/ completion certification/ payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes as per IS: 14885 or equivalent in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order.

4	A.4	Bidder to submit the foreign manufacturer's copy of, a) Documents required against sl. no. A.1, A.2 & A.3 above in respect of foreign manufacturer meeting BEC- technical. b) Documents as stated under clause H below (i.e., Supporting company clause of this BEC). c) A written agreement from their foreign manufacturer (having manufacturing unit outside India) to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warrantee, post warrantee service and after sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of contract in accordance with the bid document. Bidder is to submit a declaration. d) Letter stating that they are qualifying based on their foreign manufacturers past supply experience.
5	A.5	a) Purchase Order / Work order along with/ without the quantity in a single order as detailed in BEC under rate contract. b) Bidder has to submit satisfactory execution certificate for the supplied quantity/payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order.
6	A.6	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.
Note: *Only Documents (Work order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.*		
B.		***Financial Criteria***

7	BEC FINANCIAL	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
8	Annual Turn-over (B.1)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s).
9	Net Worth (B.2)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.
10	Working Capital (B.3)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report for the immediate preceding Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).

Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

F. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:

Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in manufacturer's country.
However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

(ii) Financial Criteria of BEC:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

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

G. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be

considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

(i) An Agreement (*as per format enclosed at Appendix- A1* to Section II) between the bidder and the supporting company.

(ii) Guarantee (*as per format enclosed at Appendix- A2* to Section II) by the supporting company to GGPL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A* to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to* Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by GGPL due to non-performance of the bidding company.

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.0 The Financial BEC of tender is to be met by bidder on their own.

3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per

clause no. 2 of Section-III (ITB).

4.0 The clause J as below shall be applicable to above supporting company also.

H. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

I. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note:
(i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
(ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **VOID**

8. VOID

9. <u>SUBMISSION OF CERTIFICATE IN BIDS:</u>

Bidder shall submit a certificate in this regard as Form-I-A.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

[Note: Procurement of raw material, components, etc. does not constitute subcontracting]

J. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

i. Offer from the following type of bidders / members of consortium will not be considered:
   a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
   b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

ii. It will be responsibility of the bidder/contractor/vendor to inform GGPL /PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by GGPL /PMC.

iv. GGPL /PMC reserve the right to cancel / terminate the contract without any liability on the part of GGPL /PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as **Annexure-II to Section-II**.

K. EVALUATION METHODOLOGY:

Bidder may quote for one or more Item(s). Bidder must quote for full quantity against each quoted Item of Material Requisition of tender, otherwise bidder's offer for that Item will not be considered for evaluation.

Bid shall be evaluated on item wise (i.e. separately for items 1, 2, 3 & 4) on L1 (lowest cost) basis. The price for supply on FOT site basis (including quoted GST) shall be considered for evaluation & award purpose.

The entire work shall be finalized on least cost to GGPL, if a bidder happens to be lowest in more than one Item and has qualified only for one or more than one of the Item and not all Items, as the case may be, in such scenario, Techno-commercially acceptable bidder shall be considered for price bid opening and Item(s) to be awarded to such bidder shall be decided based on least cost to GGPL. The award of remaining Item shall be made to the lowest bidder amongst the other qualified bidders.

Note: Purchase preference as per PPP-2012 & PPP-MII policy as mentioned in ITB of tender document shall be applicable considering items being tendered as split-able.

The evaluated price of bidders shall include the following:

i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).

ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods

iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)

iv) Charges for incidental services, **if any as per MR/ SOR**, and GST (CGST & SGST/UTGST or IGST) on these services.

v) Other loading, if any, as specified in Tender Document

Note:

(i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

(iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

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

Form-I-A to Section-II

UNDERTAKING ON LETTERHEAD

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: 05/51/E/0086/GGPL/028

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India
(https://doe.gov.in/procurement-policy-divisions)

Dear Sir

We, M/s_____ (Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

(i)	Bidder is not from such a country	[ ]
(ii)	If the Bidder is from such a country which shares a land border with India, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority to be attached by the bidder)	[ ]

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:
Date:

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

Form-I-B to Section-II

Not Applicable for this tender

Form-II to Section II

UNDERTAKING ON LETTERHEAD

NOT APPLICABLE FOR THIS TENDER

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

NOT APPLICABLE FOR THIS TENDER

Annexure-II to Section-II

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
(to be submitted on letter head of bidder)

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: 05/51/E/0086/GGPL/028

Dear Sir,
I/ We hereby declare that I/We, M/s_____, declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

(i) Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to GGPL.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, Godavari Gas Private Limited shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Godavari Gas Private Limited.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation

Seal:

Appendix-A1 to Section-II

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Godavari Gas Private Limited (hereinafter referred to as GGPL) has invited offers vide their tender No. _____ for _____and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

a) M/s._____ (Bidder) will submit an offer to GGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise GGPL directly for any clarifications etc. in this context.

b) M/s. _____[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GGPL.

c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till validity of bidder's offer to GGPL including extension if any and till satisfactory performance of the contract, the same is awarded by GGPL to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GGPL.

f) The bidder shall have the overall responsibility of satisfactory execution of the

contract awarded by GGPL, however without prejudice to any rights that GGPL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder) M/s.	For and on behalf of (Supporting Company) M/s.
Witness: 1) 2)	Witness: 1) 2)

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at …….. this …….. day of …… by M/s …… (mention complete name) a company duly established and existing under the laws of ……. (insert country), having its Registered Office at …… hereinafter called "the Guarantor and/ or the Supporting Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s …… (bidder) a company duly established and existing under the laws of ……. (insert country), having its Registered Office at …… hereinafter called the "Bidder" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Godavari Gas Private Limited, a company duly registered under the law of India having its Registered Office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India, and having Purchase center at …… hereinafter called "GGPL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GGPL has invited tender number …… for …….. on ……., and the bidder has submitted it bid number…… in response to the above mentioned tender invited by GGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder .

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated …… as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for

performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ……, made by the Bidder under tender number……:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GGPL , take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GGPL and duly perform the obligations of the Bidder to the satisfaction of the GGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GGPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GGPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Rajahmundry / Amaravati, A.P., India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the

bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)
M/s _____

Signature_____
Name_____
Designation _____
official seal_____

Witness:
1.Signature_____

Full Name _____
Address_____

2.Signature_____
Full Name _____
Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

"Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."

The above certificate should be enclosed alongwith the Guarantee.

Appendix-A3 to Section-II

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s Godavari Gas Private Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ (herein after called CONTRACT/ ORDER) for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India (herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER for successful completion of the contract/order as mentioned above, entered between GGPL and the CONTRACTOR/SUPPLIER and GGPL having agreed that the 'SUPPORTING COMPANY' shall furnish to GGPL a

performance guarantee for Indian Rupees/US$ ..... towards providing complete financial and other support to the CONTRACTOR/SUPPLIER for successful completion of the contract/order as mentioned above,

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

---

1. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)_____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
2. The Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that GGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GGPL against the said CONTRACTOR/SUPPLIER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER or for any forbearance, act or omission on the part of GGPL or any indulgence by GGPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of GGPL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till GGPL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GGPL or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of

expiry of bank guarantee) _____.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:
Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Rajahmundry, A.P., India.

2. 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 Purchaser as per format appended below.

3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

SECTION-III

INSTRUCTIONS TO BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD) / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

[E] BID OPENING AND EVALUATION:

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISION FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
52. DOCUMENTS FOR PAYMENT
53. ORDER TRANSMITTAL SYSTEM

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)
5. ANNEXURE-V: POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.

1.3 The successful Bidder (the "**Supplier**") shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.

1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer'& 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by GGPL or Public Sector Project Management Consultant (like EIL, MECON etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently/ downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/award.

In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to GGPL/MECON by the Bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

(i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

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

2.6 Power of Attorney:

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

a) **In case of Proprietorship:** by Proprietor
b) **In case of Partnership:** by all Partners or Managing Partner
c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GGPL/MECON promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BID FROM "CONSORTIUM"– NOT APPLICABLE

4 ONE BID PER BIDDER

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

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

a) they have controlling partner (s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in bidding process. Participation by a Bidder

in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

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

4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

5 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, GGPL/MECON will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

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

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be

responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 &9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures &Forms & Format **
- Section-IV : General Conditions of Contract [GCC]-Goods ***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications, Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

* Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify GGPL in writing or by email in the format "F-11" at GGPL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled. GGPL /MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL /MECON may respond in writing to the request for clarification. GGPL /MECON 's response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

9.1 At any time prior to the 'Due Date& Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and hosted on the websites as provided at clause no. 2.0 (F) of IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

9.3 The Purchaser/ MECON, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 Bidders are requested to refer instructions for participating in e-Tendering (Annexure-III to Section III), Bidder's Manual Kit and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (https://petroleum.ewizard.in/) as follows: -

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

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.

(b) 'Bidder's General Information', as per 'Form F-1' (including **Format F-1A: Annexure to Bidder's General Information**, with details dully filled in).

(c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.

(d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'

(e) 'Agreed Terms and Conditions', as per 'Form F-5'

(f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.

(g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.

(h) Any other information/details required as per Tender Document

(i) Copy of EMD / Declaration for Bid Security, as per Clause 16 of ITB
(j) Copy of Integrity Pact as per Form F-13
(k) Undertaking as per *Form-1 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-2 (if applicable) to Annexure-V to Section-III*.
(l) Undertaking as per *Form-I-A & Form-I-B (if applicable) to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
(m) All other forms and Formats including Annexures.
(n) Tender Document, its Corrigendum/Amendment/Clarification(s)duly signed/ digitally signed by the Authorized Signatory holding POA.
(o) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Further, Bidders must submit the original "Bid Security / EMD" and Line of Credit (if applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the date of un-priced bid opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

Note: GGPL reserves the right to seek in physical form (original/notarized true copy) of any document (s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited / Bid Security Declaration clause shall be invoked.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial Bid in the e-tender Portal. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:
i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.

iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

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) Inland transportation upto Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, GGPL reserves the right to transport the material with it's own transporter.

C) GST (CGST & SGST/UTGST or IGST) on the finished goods as well as on inland transportation.

D) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

12.2 Regarding responsibility of arrangement of transit insurance, refer BDS for details.

12.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.

12.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.

12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.8 Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13 GST (CGST & SGST/ UTGST or IGST)

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier only. Supplier providing taxable supply/ service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier with requisite details.

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

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GGPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GGPL to the government exchequer, then, that Contactor shall be put under Holiday list of GGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GGPL.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on

the Bid due date and on the date of revision.

Beyond the contract period, in case GGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Supplier 's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GGPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GGPL's account.

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

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

13.5 Where GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where GGPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

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

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

13.7 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

SOR.

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

13.9 Supplier shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier with requisite details.

If input tax credit is not available to GGPL for any reason not attributable to GGPL, then GGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the Supplier under this contract or under any other contract.

13.10 **Anti-profiteering clause**

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

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

13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Supplier, as per the provisions of the GST law / Rules, Supplier should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Supplier should also download the GST TDS certificate

from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by GGPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to GGPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then GGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GGPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GGPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GGPL.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'/ without any actions being invoked as per bid security declaration. 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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of **'Demand Draft' / 'Banker's Cheque' /Insurance Surety Bond'** (as per the format given in form F-2E) **/ 'Fixed Deposit Receipt'**[in favour of Godavari Gas Private Limited payable at place mentioned in BDS] or 'Bank Guarantee (including e-Bank Guarantee)' strictly as per the format given in form F-2B of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' / 'Insurance Surety Bond' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

Refer cl. no. 16.13 for detailed provisions in respect of FDR as EMD.

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GGPL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2& Clause-16.3" may be rejected by GGPL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement'(if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

(a) If a Bidder withdraws his Bid during the 'Bid Validity' period

(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice

(c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).

(d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.

(e) In the case of a successful Bidder, if the Bidder fails to:

(i) acknowledge receipt of the "Notification of Award"/ Fax of Acceptance[FOA]",

(ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"

(iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order.

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

16.12 ***In case vendor is submitting Physical or Electronic Bank Guarantee against EMD then Bank Guarantee shall become effective only upon transmission of the Bank Guarantee message by the issuing bank through SFMS (Message Type: IFN 760 COV for Bank Guarantee issuance or IFN 767 COV for Bank Guarantee amendment) to Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003,Telangana (IFSC: CNRB0002657), and it must include the unique identifier GGPLICEMD in field 7037 (Sender to Receiver information) of the respective SFMS message.***

16.13 FIXED DEPOSIT RECEIPT AS EMD:

(i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Godavari Gas Private Limited" (GGPL).

The FDR shall be in the name of the Godavari Gas Private Limited A/c.....(Name of Bidder)and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GGPL. However, GGPL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GGPL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Format F-2D.**

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit'' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit'' itself or separately on its letterhead. GGPL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GGPL.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to GGPL in the format "F-11",as mentioned at clause no. 8.0 of ITB.

17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB, and not through the minutes of the Pre-Bid Meeting.

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

18 FORMAT AND SIGNING OF BID

18.1 The 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 a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except

for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 Digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. GGPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GGPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). GGPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

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

(a) Firm Price
(b) Earnest Money Deposit / Bid Bond / Bid Security declaration
(c) Specifications
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Delivery Period / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule
(h) Contract Performance Security / Security Deposit
(i) Warranty/ Guarantee
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court

(k) Force Majeure & Applicable Laws
(l) Integrity Pact
(m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 E-PAYMENT

Godavari Gas Private Limited has initiated payments electronically to Suppliers / Contractors electronically through **'e-banking'**.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

21.1 Bid shall be submitted through E-tender mode only in the manner specified in Tender Document. No Manual/ Hard Copy (Original) / E-mail Bid shall be acceptable.

21.2 EMD /Physical documents shall be addressed to the owner at address specified in IFB.

21.3 Bids submitted under the name of AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a Bidder/Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID

22.1 The Bid must be uploaded on E-tendering portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.

22.2 GGPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of GGPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.

23 LATE BID

23.1 E-tendering portal shall close immediately after the due date and time for submission of bid and no bids can be submitted thereafter.
In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the E-tendering portal, such EMD/physical documents shall be returned immediately.

23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time.

24.2 No bid shall be modified/ withdrawn after the Bid Due Date & Time.

24.3 Any withdrawal/ modification/ substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB /invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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

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

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GGPL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

i) Only a bidder who has participated in tender can make such representation

ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

However, following decisions of GGPL shall not be subject to review:

a) Determination of the need for procurement;
b) Selection of the mode of procurement or bidding system;
c) Choice of selection procedure;
d) Provisions limiting participation of bidders in the procurement process;
e) The decision to enter into negotiations with the L1 bidder;
f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 **Unpriced Bid Opening*:***

GGPL will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 **Priced Bid Opening**:

26.2.1 GGPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. . The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE PURCHASER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact GGPL/MECON on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GGPL/MECON in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GGPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

(a) meets the "Bid Evaluation Criteria" of the Tender Document;
(b) has been properly signed;
(c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
(d) is substantially responsive to the requirements of the Tender Document; and
(e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms& conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

a) "Deviation" is departure from the requirement specified in the Tender Documents.

b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.

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

a) If accepted would,

i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.

ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.

b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria

iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or

v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GGPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:

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

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.

(iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct

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

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, the Bid is liable to be rejected and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 QUANTITY VARIATION

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto ± 5% may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.

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

33.3 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted without change in quoted prices.

34 PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on e-tendering portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on e-tendering portal.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29.0", GGPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

"GGPL/MECON intent to place the SAP order/contract directly on the address from where Goods are produced/dispatched OR Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed".

GGPL/MECON will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

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

36.2 Contract/ Delivery/ Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GGPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

37.0 **DISPATCH SCHEDULE**

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

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

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

37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GGPL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

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

37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

37.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to GGPL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transhipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

38.1 Within 30 days of the receipt of the notification of award/ FOA from GGPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit(CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond (Format F-4C given in the tender) or Fixed Deposit Receipt (FDR) or Bank Guarantee (including e-Bank Guarantee) or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

Refer cl. no. 38.11 for detailed provisions in respect of FDR as CPS.

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

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must

be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Supplier shall submit CPS as per Form F-4 (BG) / F-4C (Insurance surety bond) of Tender Document. Further, they also need to submit covering letter along with CPS as per format at Form F-4 (BG) / F-4C (Insurance surety bond).

38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

38.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GGPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GGPL.

38.5 The successful bidder can also submit the SD/CP G through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GGPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA/PO no. (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order.

38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.

38.8 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.9 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.10 ***In case, GGPL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/ Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA***.

38.11 ***In case vendor is submitting Physical or Electronic Bank Guarantee against CPS then Bank Guarantee shall become effective only upon transmission of the Bank Guarantee***

message by the issuing bank through SFMS (Message Type: IFN 760 COV for Bank Guarantee issuance or IFN 767 COV for Bank Guarantee amendment) to Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003,Telangana (IFSC: CNRB0002657), and it must include the unique identifier GGPLICCPS in field 7037 (Sender to Receiver information) of the respective SFMS message.

38.11 **FIXED DEPOSIT RECEIPT AS CPS**:

(i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of "Godavari Gas Private Limited"(GGPL).

The FDR shall be in the name of the Godavari Gas Private Limited A/c .....(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GGPL. However, GGPL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GGPL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Format F-4B.**

Note : FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from GGPL.

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit'' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit'' itself or separately on its letterhead. GGPL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR submitted should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GGPL.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed

at Annexure-I which will supersede the Annexure attached with the GCC.

Further, any reference of 'Suspension', 'Suspension List', 'Suspended' mentioned elsewhere in the GCC shall be considered as 'Null and Void'.

39.2 VOID

39.3 VOID

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in GGPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Godavari Gas Private Limited, to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL, such decision of GGPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

40 <u>PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)</u>

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

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD.

iii) 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 25% 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 25%, 4%shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

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

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded

for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

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

The MSE(s) owned by Women shall mean:-

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status (from earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate), MSE bidder is required to submit the previous certificate also to get the MSE benefits.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs.The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

Further, if the major activity of MSE is '**Trading'**/ '**Services (Trading**)', then the MSE is not eligible for availing the benefits of the PUBLIC PROCUREMENT POLICY for MSEs.

40.4 If against an order placed by GGPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing

from GGPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.
Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 VOID

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

Note: Government of India vide Gazette notification no. CG-DL-E-21032025-261838 dated 21.03.2025 has notified the modified criteria for Classification of Micro, Small and Medium Enterprises w.e.f. 01.04.2025, which shall be applicable for this tender.

41 PACKING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

41.9 GREEN PACKAGING:

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

(i) Adopt green packaging practices for packaging
(ii) Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.
(iii) If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.
(iv) The paper to be packaged in material that is recyclable/reusable or biodegradable.
(v) Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.
(vi) Use of reusable containers or packaging to transport products;
(vii) Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided
(viii) Avoid the use of materials toxic to humans or the environment

42 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on holiday list is enclosed as Annexure-II to ITB herewith which will supersede the Annexure (if any) attached with the GCC.

Further, any reference of 'Suspension', 'Suspension List', 'Suspended' mentioned elsewhere in the GCC shall be considered as 'Null and Void'.

43 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time.

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT ANDSAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GGPL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/ Supplier/ Contractor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

Godavari Gas Private Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per clause no. 44.1, may be referred for conciliation in accordance with GGPL Conciliation Rules 2010 as amended from time to time.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Godavari Gas Private Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:

(a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.

(b) The place, seat and venue of the arbitration shall be Rajahmundry / Amaravati, A.P., India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between the Parties.

(c) Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), GGPL shall propose 5 (five) names of retired judges of Hon'ble Supreme Court of India and/or Hon'ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from GGPL, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, GGPL shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GGPL suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.

(d) List of excepted matters:

(i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.

(ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/ coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.

(iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GGPL has been made final and binding in terms of the contract.

e) Foreign Arbitration

The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.

When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.

f) Arbitration Awards

i) In cases where the GGPL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the GGPL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to GGPL should the subsequent court order require refund of the said amount.

ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of GGPL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of GGPL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and GGPL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

3. **GOVERNING LAW AND JURISDICTION**:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati) for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSE's Disputes ("AMRCD") as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

The above provisions mentioned at clause no.44& 45 shall supersede provisions relating to Conciliation,

Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 REPEAT ORDER

Shall be as per Clause no. 40 of GCC-Goods except the percentage of repeat order shall be order upto 25% of the original ordered quantity.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

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

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

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

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

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

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

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

In case any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. GGPL shall be entitled to deduct / setoff / recover such GST amount (CGST &

SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the Supplier under this contract or under any other contract.

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.
However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

51 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

51.1 TDS as applicable will be deducted by GGPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

51.2 Since GGPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

52. **DOCUMENTS FOR PAYMENT**:

Payment terms shall be as mentioned in GCC-Goods/SCC.

However, for release of payment, the following documents is to be submitted by supplier/ vendor:

i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
ii) Packing list;
iii) LR/GR/consignment note;
iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
vi) Any other document(s) as and if required in terms of the contract.

53. **VOID**

Annexure-I to Section-III

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

A Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors.

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision w.r.t banning of business dealings with Agency(ies) and shall be the Director concerned.

A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

a) Whether the management is common;
b) Majority interest in the management is held by the partners or directors of banned agency;
c) Substantial or majority shares are owned by the banned agency and by virtue of this it has a controlling voice.
d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
e) All successor agency will also be considered as allied agency.

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

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GGPL's rights of audit or access to information.

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.
Further, such agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i). During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking Order for putting party on banning list, the order(s)/contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract(s) shall also be forfeited. Further such order/contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

In addition to above, Recovery of payments including advance payments made, if any, along with interest thereon at the prevailing rate shall be recovered."

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.
Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GGPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year

2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GGPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. VOID

E. VOID

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.
Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GGPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

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

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

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

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

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

5.1 FOR PROJECTS

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

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

   (a) First Instance: Holiday (Red Card) for One Year

   (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**

(c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**: **Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.1 of GCC-Goods)

(a) **First instance**: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: **Holiday (Red Card) for a period of One Year.**

(c) **Subsequent instances (more than two)** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card) for a period of Two Years**.

(C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

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

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

Sl. No.	Performance Rating	Action

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.1 of GCC-Goods)

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Year.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: **Holiday (Red Card) for a period of One Year**.

(c) **Subsequent instances (more than two)** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/Contractor/Consultant: **Holiday (Red Card) for a period of Two Years.**

(C) Where Performance rating is "FAIR"
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

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

7.0 EFFECT OF HOLIDAY

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

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

7.3. Effect on other ongoing tendering:

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

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

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors.

11. **ERRANT BIDDER**

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GGPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GGPL to the government exchequer, then, that Supplier shall be put under Holiday list of GGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GGPL.

Annexure-1

GODAVARI GAS PRIVATE LIMITED
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note :
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under :

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	**Delay in Weeks**	**Marks**
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25

	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations $\leq$ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

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

i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-2

GODAVARI GAS PRIVATE LIMITED
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under :

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

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

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

1.3 RELIABILITY PERFORMANCE **20 Marks**

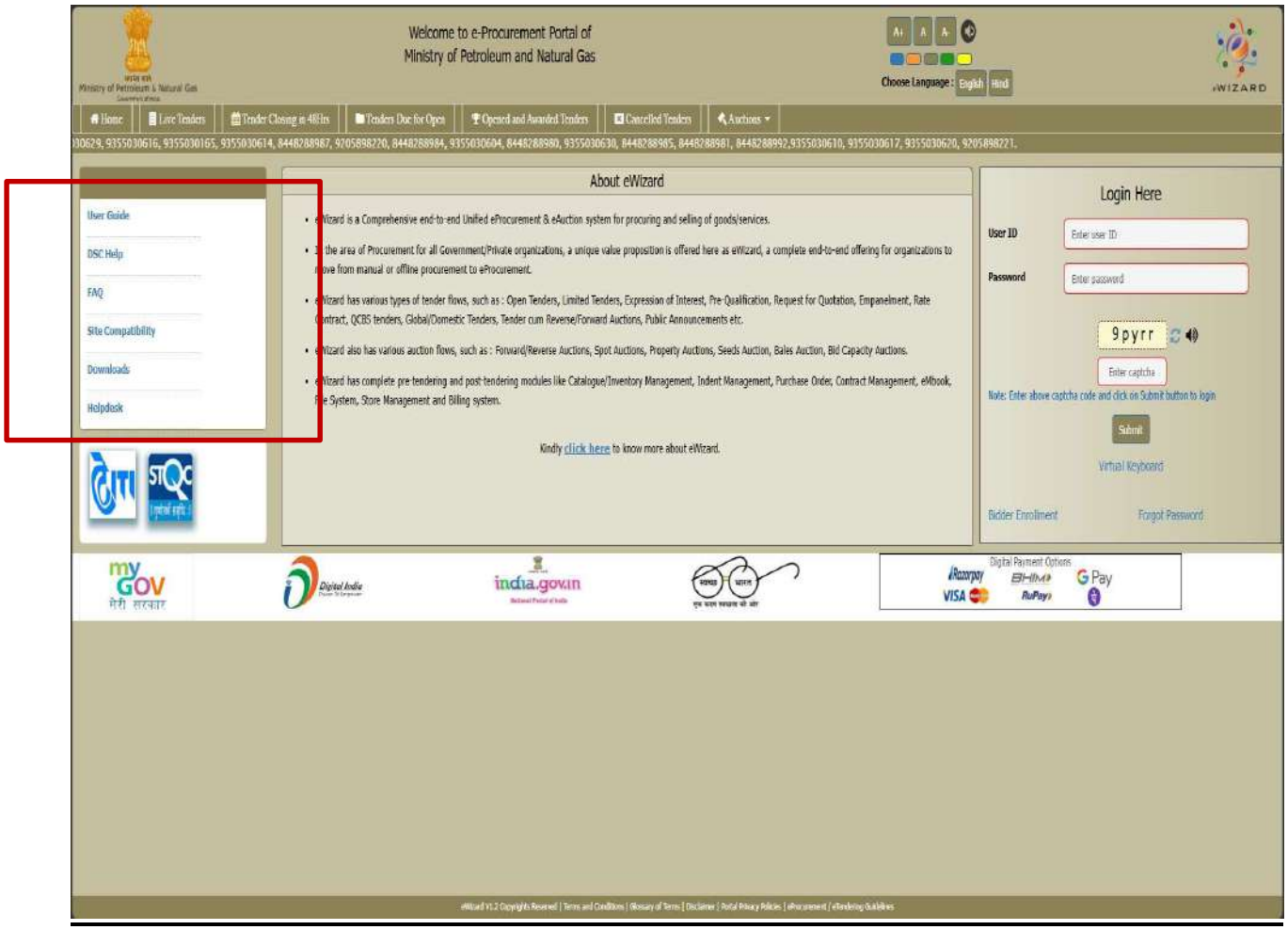
A.	**FOR WORKS/CONTRACTS**	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability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

ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-III to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) is available on https://petroleum.ewizard.in detailed below:



Prior to uploading all the Techno-Commercial PDF Tender Documents on e-tendering portal (**https://petroleum.ewizard.in/),** all the documents should be Digitally Signed.

Vendor may visit the below link also for training videos for e-procurement activities:
https://godavarigas.co.in/tender-videos.php

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

<table>
<tr><th>ITB clause</th><th>Description</th></tr>
<tr><td colspan="2">A. GENERAL</td></tr>
<tr><td>1.1</td><td>The Purchaser is: Godavari Gas Private Limited

The consignee details for the goods are:

Godavari Gas Private Limited
Other details will be provided on award.</td></tr>
<tr><td>1.2</td><td>The Invitation for Bid/ Tender is for PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

BRIEF SCOPE OF SUPPLY & SERVICES (IF ANY):
The scope of supply includes manufacturing of Polyethylene (PE) Pipes including transporting and handling of pipes to storage yards of M/s GGPL within the East & West Godavari GA, as per details given below:
<table>
<tr><th>Sl. No.</th><th>Description of Items</th><th>TOTAL QUANTITY (In Meters)</th></tr>
<tr><td>1</td><td>Size (OD) mm- 90, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11</td><td>43,200.00</td></tr>
<tr><td>2</td><td>Size (OD) mm- 63, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11</td><td>1,00,960.00</td></tr>
<tr><td>3</td><td>Size (OD) mm- 32, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11</td><td>2,27,830.00</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td>
<table>
<tr><td>4</td><td>Size (OD) mm- 20, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11</td><td>6,99,350.00</td></tr>
</table>
Notes:

a) Grade of Material PE-100, Standard Dimensions /Ratio (SDR)-11.
b) Quantity of PE Pipes is indicated in Meter

Refer Vol. II, SOR, etc for details.
</td></tr>
<tr><td>General</td><td>The Purchaser is: Godavari Gas Private Limited
The consignee details and Delivery Location for the goods are as under: -
Consignee: Shall be intimated along with Purchase Order
Delivery Location: Please refer Material Requisition</td></tr>
<tr><td colspan="2">B. TENDER DOCUMENT</td></tr>
<tr><td>8.1</td><td>For <u>clarification purposes</u> only, the communication address is:
Attention: Mr. Vaidant Kumar Bairwa, Dy. GM In-Charge (Contracts)
Street Address: MECON LIMITED
Floor/Room number: 15th Floor, Scope Minor, District Centre, Laxmi Nagar
City: Delhi
ZIP Code: 110092
Country: India
E-mail: cont-delhi@meconlimited.co.in</td></tr>
<tr><td colspan="2">C. PREPARATION OF BID</td></tr>
<tr><td>11.1.1 (m)</td><td>Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers
NIL</td></tr>
<tr><td>12 & 13</td><td>Whether GGPL will be able to avail input tax credit in the instant tender:
<table>
<tr><td>YES</td><td>X</td></tr>
<tr><td>NO</td><td>√</td></tr>
</table>
</td></tr>
<tr><td>12.2</td><td>Transit Insurance shall be arranged by: Supplier</td></tr>
<tr><td>12.4</td><td>Delivery basis shall be: FOT Site Basis</td></tr>
<tr><td>13.7 and 13.8</td><td>Details of Buyer:
<table>
<tr><td>Services to be rendered at</td><td>Godavari Gas Private Limited
Other details shall be provided on award.</td></tr>
</table>
</td></tr>
</table>

	PAN No. AAGCG5701K GST no. 37AAGCG5701K1ZI GGPL Bank details *Refer Below*
14	The currency of the Bid shall be **INR**
15	The bid validity period shall be **03 months** from final 'Bid Due Date'.
16.1 16.9& 38.5	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque'** or **Insurance Surety Bond'** or **'Fixed Deposit Receipt**, the same should be favor of **Godavari Gas Private Limited**, payable at Rajahmundry, Andhra Pradesh. In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GGPL's Bank account are as under: Bank Name: Canara Bank Branch: Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003 Telangana Account no: 2423201000324 IFSC Code: CNRB0002657 Bidder to mention reference no. "EMD/……." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/……." in narration while remitting the CPS amount in GGPL's Bank Account.
D. SUBMISSION AND OPENING OF BIDS	
22.2	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Name of Contact Person: Sh. Satya Rakesh, Asst. Manager (C&P) **M/s Godavari Gas Private Ltd. (GGPL)** Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. E-mail: satyarakesh.m@apgdc.in
E. EVALUATION, AND COMPARISON OF BIDS	
32	Evaluation Methodology is mentioned in Section-II.
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Purchase preference to Micro & Small Enterprises (MSEs) ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017
F. AWARD OF CONTRACT	
36	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters: -

<table>
<tr><td></td><td>Shall be intimated along with Purchase Order</td></tr>
<tr><td>37.4</td><td>Whether part shipment is allowed: Yes</td></tr>
<tr><td>38</td><td>Contract Performance Security/ Security Deposit

<table><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td>x</td></tr></table>
<u>The value/ amount of Contract Performance Security/ Security Deposit</u>

“SD/CPBG@5% of Annualized Order/ Contract value, within 30 days of FOA/notification of award.

OR

Initial security deposit (ISD) @ 2.5% of Annualized Order/ Contract value within 30 days of FOA/notification of award for this scope and deduction @ 2.5% of the invoice/ RA bill subsequently from invoices/RA bills, till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Annualized Order/ Contract value.

Notes:
1) The Annualized Order/ Contract value shall be 'Order/ Contract value' divided by 'ARC period' in terms of years.

2) Validity requirement of SD/CPBG will be as mentioned in cl. No. 38 of ITB. Validity of SD/ CPBG will initially be till expiry of Guarantee / Warrantee period of supplies to be delivered against last release order which can be issued under the ARC i.e. valid till ARC period + delivery period + Guarantee / Warrantee period. The validity of submitted SD/CPBG may be suitably extended/ reduced to cover Guarantee / Warrantee period of all the supplies made against the ARC, once all the release orders have been issued.</td></tr>
<tr><td>40</td><td>Whether tendered item is non-split able or not-divisible:

<table><tr><td>YES</td><td>X</td></tr><tr><td>NO</td><td>√</td></tr></table></td></tr>
</table>

<table>
<tr><td>44.1</td><td>Quarterly Closure of Contract
<table><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td>x</td></tr></table></td></tr>
<tr><td>48</td><td>Applicability of provisions relating to Startups:
<table><tr><td>APPLICABLE</td><td>x</td></tr><tr><td>NOT APPLICABLE</td><td>√</td></tr></table></td></tr>
<tr><td>Clause no.38 of GCC</td><td>Fall Clause:
<table><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td>X</td></tr></table></td></tr>
<tr><td>SCC</td><td>Documents required for accepting the Goods: Refer SCC.</td></tr>
</table>

Annexure-V to Section-III

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

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-17013) dated 21.08.2024 has notified the Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)-Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed as Appendix-I) to be installed/operated in flammable environment of Oil and Gas processing industry.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

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

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation

shall be limited to the items (as per list enclosed as Appendix-I) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows :

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means Godavari Gas Private Limited (GGPL)

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

3A Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

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

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers'

shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-I LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS

(a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

(b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

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

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

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

remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

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

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iv. "Class-II local supplier" will not get purchase preference in any procurement.

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

i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

Note: For concurrent application of Public policy for Micro and small enterprises, 2012 and Public procurement (preference to Make in India) Order, 2017, provisions given in Office Memorandum (OM) NO.F.1/4/2021-PPD dated 18.05.2023, issued by department of expenditure shall be applicable. **The OM is enclosed herewith as Appendix-IA.**

8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE

Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide pas per proforma at Form-1) that the item offered meets the minimum local content for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -2.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

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

e. In case of false declarations, GGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on

which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

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

9.0 RECIPROCITY CLAUSE

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

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

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

Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved wile computing Local Content:

Sl.	Items Category of procurement
1	**Instrumentation items** like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler; Dry colorimetric (tape) detectors; Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Flouroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Retlectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibiometer for reverse permeability; Proppant Conductivity Tester etc

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	**Geophysical Services** Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	**Geophysical Equipment** Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit. VSP Data Acquisition System. VSP Processing Software; High-End Servers for G&G Applications. HPCC Solution; Virtualization and Container Software
8	**Logging Services** Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10.000 psi).

****

Appendix-IA

Office Memorandum (OM) NO.F.1/4/2021-PPD dated 18.05.2023, issued by department of expenditure

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/6/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

FORM-1

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

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED
Tender No.: 05/51/E/0086/GGPL/028
Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

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

……
……...
……

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

Place:
Date:

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

FORM-2

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

Not Applicable for this tender

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION (INCLUDING FORMAT F-1A : ANNEXURE TO BIDDER'S GENERAL INFORMATION)
F-2A	DECLARATION FOR BID SECURITY
F-2B	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-2C	REQUEST LETTER: TRANSMISSION OF BANK GUARANTEE COVER MESSAGE VIA SFMS FOR EMD
F-2D	THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR SUBMITTED AS EMD
F-2E	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	REQUEST LETTER: TRANSMISSION OF BANK GUARANTEE COVER MESSAGE VIA SFMS FOR CPS/ SD
F-4B	THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR SUBMITTED AS CPS
F-4C	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)

F-15	UNDERTAKING REGARDING SUBMISSION OFELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-17	PROFORMA OF POWER OF ATTORNEY
F-18	INDEMNITY BOND
F-19	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO.: 05/51/E/0086/GGPL/028

1	Bidder's Name	M/s……
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] **A separate sheet (Format F-1A: Annexure to Bidder's General Information) is enclosed for providing the above details.**	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	
		City:
		District:
		State:

		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : …… e-mail ID: ……
9	Website details	
10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No *[If yes, please furnish details]*
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
14c	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
15a	Whether Bidder is a Startup or not	Yes / No *(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 49)*
15b	In case Bidder is a Startup, confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.200 Crores.	

Note: **GGPL intends to place the Order/Contract directly on the address from where Goods are produced/dispatched. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.*

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

Encl.: Format F-1A (Annexure to Bidder's General Information)

Format F-1A

Annexure to Bidder's General Information

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO.: 05/51/E/0086/GGPL/028

Name of Bidder :

Sl. No.	Name of Proprietor/ Partners/ Directors	Father's Name	Residential Address	Aadhar No.	Pan Card Details	DIN Nos.

Note: The corresponding documents i.e. Aadhar, PAN & DIN etc. are also to be provided duly attested by Notary Public.

Place:
Date:

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

FORMAT F-2A

DECLARATION FOR BID SECURITY

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: **05/51/E/0086/GGPL/028**
Dear Sir

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

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the GGPL during the period of bid validity:
  (i) fail or refuse to execute the Contract, if required, or
  (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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

FORMAT F-2B

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

(To be stamped in accordance with the Stamp Act)

To, M/s GODAVARI GAS PRIVATE LIMITED Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

_____

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Godavari Gas Private Limited, the amount _____ _____without any reservation, protest, demur and recourse. Any such demand made by Godavari Gas Private Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

Notwithstanding anything contained herein:
a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . (currency in words only) . . . . .

---

b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank doth hereby declare that Shri /Ms._____who is the _____(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____day of _____20__ at _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
E-Mail ID:
Telephone/Mobile No. :
Date:

(OFFICIAL ADDRESS)

Confirmation Email Id :

IFSC Code of Issuing Bank :

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.

2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".

5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.

6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

7. Mandatory SFMS Details for use by BG issuing banks (Physical/e-BG):

a) Bidders shall ensure that BG issuing bank transmits SFMS cover message in IFN 760COV (for any new Bank Guarantee) and IFN 767COV (for any amendment in Bank Guarantee) through SFMS platform to the beneficiary bank branch details as below.

b) The following mandatory fields shall be populated in the SFMS cover message:

For EMD BG (SFMS mandatory fields):

Field No.	Description	Value
7034	Name of beneficiary and his details	Godavari Gas Private Limited
7035	Beneficiary IFSC	CNRB0002657
7036	Beneficiary branch name and address	Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003 Telangana
7037	Sender to Receiver information	GGPLICEMD

c) For ease of bidder, format F-2C is given hereunder which needs to be submitted by bidder to BG issuing bank along with application for issuing bank guarantee in format prescribed under format F-2C.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**TENDER NO.**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			
7	**Copy of SFMS Cover Message/Acknowledgment transmitted by Bank (Mandatory)**					

Format F-2C

REQUEST LETTER: TRANSMISSION OF BANK GUARANTEE COVER MESSAGE VIA SFMS FOR EMD

(to be submitted by applicant to BG issuing bank)

Date:

The Manager,
Bank Name
Branch Name

Sub: Inclusion of unique identifier code of Godavari Gas Private Limited while transmitting BG cover messages

Dear Sir/Ma'am,

I/We, request you to include following details in the SFMS cover message IFN 760 COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in Bank Guarantee) through SFMS platform to the beneficiary bank branch details as below.

Field No.	Description	Value
7034	Name of beneficiary and his details	Godavari Gas Private Limited
7035	Beneficiary IFSC	CNRB0002657
7036	Beneficiary branch name and address	Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003 Telangana
7037	Sender to Receiver information	GGPLICEMD

Thanking You,

(Vendor Name)

FORMAT F-2D

THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR SUBMITTED AS EMD

Date: _ _/_ _/_ _ _ _

To,

M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the Tender no.. .....…This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Godavari Gas Private Limited and the payment will be made to M/s Godavari Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of GGPL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & GGPL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of..... [Name of the Bank & Branch details (Including IFS Code)]

Signature……..

Name:……
Designation:……
Contact no. ……
Email Id. ……
Stamp of Bank…….

Note:

(i) This letter forms an integrated part of FDR

(ii) In case confirmation is required, the communication can be send to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

FORMAT F-2E
PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

M/s Godavari Gas Private Limited, Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Godavari Gas Private Limited, the amount _____ _____ without any reservation, protest, demur and recourse. Any such demand made by Godavari Gas Private Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

Notwithstanding anything contained herein:
a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

---

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GGPL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….
Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Insurer Stamp
E-Mail ID:
Telephone/Mobile No. :
Attorney as per
Power of Attorney No. _____
Date: _____

(OFFICIAL ADDRESS)

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The expiry date should be arrived at in accordance with "ITB: Clause-16".
e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16".

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no.2 of Form F-5.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1	**INSURANCE SURETY BOND NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**INSURANCE SURETY BOND AMOUNT**	**:**				
4	**TENDER NO**	**:**				
5	**NATURE OF INSURANCE SURETY BOND**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE INSURANCE SURETY BOND**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**INSURER DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

F-3

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref: Date:

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: 05/51/E/0086/GGPL/028

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', against the above Tender Document:

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

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

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

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

Note:

(i) This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings'.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.

F-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

M/s Godavari Gas Private Limited, Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier/consultant" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India (herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/Consultant shall pay a sum of Rs. _____(Rupees_____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GODAVARI GAS PRIVATE LIMITED, in case of default.

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

1. We _____ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GODAVARI GAS PRIVATE LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner

as GGPL may direct the said amount of Rupees _____only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Supplier/Contractor/Consultant 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. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the Supplier/Contractor/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Supplier/Contractor/ Consultant) on whose behalf this guarantee is issued.

6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that GGPL may have in relation to the Supplier's/Contractor's/Consultant's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of _____(amount of guarantees

in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. The Bank doth hereby declare that Shri /Ms._____who is the _____(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

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

Confirmation Email Id :

IFSC Code of Issuing Bank :

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.

2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.

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 Purchaser.

4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

6. **Mandatory SFMS Details for use by BG issuing banks (Physical/e-BG):**

a) Bidders shall ensure that BG issuing bank transmits SFMS cover message in IFN 760COV (for any new Bank Guarantee) and IFN 767COV (for any amendment in Bank Guarantee) through SFMS platform to the beneficiary bank branch details as below.

b) The following mandatory fields shall be populated in the SFMS cover message:

For CPS BG (SFMS mandatory fields):

Field No.	Description	Value
7034	Name of beneficiary and his details	Godavari Gas Private Limited
7035	Beneficiary IFSC	CNRB0002657
7036	Beneficiary branch name and address	Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003 Telangana
7037	Sender to Receiver information	GGPLICCPS

c) For ease of bidder, format F-4A is given hereunder which needs to be submitted by bidder to BG issuing bank along with application for issuing bank guarantee in format prescribed under format F-4.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			
7	**Copy of SFMS Cover Message/Acknowledgment transmitted by Bank (Mandatory)**					

Format F-4A

REQUEST LETTER : TRANSMISSION OF BANK GUARANTEE COVER MESSAGE VIA SFMS FOR CPS/ SD

(TO BE SUBMITTED BY APPLICANT TO BG ISSUING BANK)

Date:

The Manager,
Bank Name
Branch Name

Sub: Inclusion of unique identifier code of Godavari Gas Private Limited while transmitting BG cover messages

Dear Sir/Ma'am,

I/We, request you to include following details in the SFMS cover message IFN 760 COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in Bank Guarantee) through SFMS platform to the beneficiary bank branch details as below.

Field No.	Description	Value
7034	Name of beneficiary and his details	Godavari Gas Private Limited
7035	Beneficiary IFSC	CNRB0002657
7036	Beneficiary branch name and address	Canara Bank, Large Corporate Branch, TSR Complex SP Road, Secundrabad 500003 Telangana
7037	Sender to Receiver information	GGPLICCPS

Thanking You,

(Vendor Name)

FORMAT F-4B
THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR SUBMITTED AS CPS

Date: _ _/_ _/_ _ _ _

To,

M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the PO no. / W.O. No. . .....…This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Godavari Gas Private Limited and the payment will be made to M/s Godavari Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of GGPL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & GGPL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of..... [Name of the Bank & Branch details (Including IFS Code)]

Signature……..

Name:……
Designation:……
Contact no. ……
Email Id. ……
Stamp of Bank…….

Note:

(iii) This letter forms an integrated part of FDR

(iv) In case confirmation is required, the communication can be send to the following:

Details for confirmations (including Address, Email Id, IFS Code and contact no.)

FORMAT F-4C

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Godavari Gas Private Limited, Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India	**Insurance Surety Bond No.**	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India (herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify GODAVARI GAS PRIVATE LIMITED, in case of default.

The said M/s._____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to GGPL that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GODAVARI GAS PRIVATE LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such

manner as GGPL may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GGPL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that GGPL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GGPL may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.

11. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

12. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of GGPL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name …….
Designation ……..

Yours faithfully,

_____
Insurer by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The Insurance Surety Bond 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 Insurer.

e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 38 of ITB [Section-III] of Tender Document.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.

g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1	**INSURANCE SURETY BOND NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**INSURANCE SURETY BOND AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF INSURANCE SURETY BOND**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE INSURANCE SURETY BOND**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**INSURER DETAILS**					

		(A)	**EMAIL ID :**	
		(B)	**ADDRESS :**	
		(C)	**PHONE NO :**	

F-5

AGREED TERMS & CONDITIONS

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO.: 05/51/E/0086/GGPL/028
This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

<table>
<tr><th>Sl.</th><th>DESCRIPTION</th><th>BIDDER'S CONFIRMATION</th></tr>
<tr><td>1.</td><td>Bidder's name, Vendor Code of GGPL (if any) and address</td><td>Bidder's name :
GGPL's Vendor Code:
Address:</td></tr>
<tr><td>2.</td><td><u>DETAILS OF QUOTED SCOPE:</u>

Bidder to mention either 'Quoted' or 'Not Quoted', as the case be, against various Part(s) of the tendered scope.</td><td>
<table>
<tr><th>Item No.</th><th>Quoted/ Not Quoted</th></tr>
<tr><td>1 (90 mm)</td><td></td></tr>
<tr><td>2 (63mm)</td><td></td></tr>
<tr><td>3(32 mm)</td><td></td></tr>
<tr><td>4 (20 mm)</td><td></td></tr>
</table>
</td></tr>
<tr><td>3.</td><td>Bidder furnishes bid security declaration OR EMD/Bid Security details as under
a) EMD/ Bid Security No. & date
b) Value
c) Validity
d) Bank/ Insurer Address/e-mail ID/Mobile no. [in case of BG/ Insurance Surety Bond]</td><td></td></tr>
</table>

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)].	
4.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
5.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
6.	Bidder confirms that quoted prices are strictly as per Price Schedule format.	
7.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
8.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
9.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
10.	Bidder confirms that CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
11.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document	
12.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
13.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections& enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
14.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.	
15.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GGPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of GGPL or their relative is a partner.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	Bidder confirms that all correspondence must be in ENGLISH language only.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)	
19.	Bidder confirms that they have included GST (CGST & SGST/ UTGST or IGST) in Price Schedule.	GST (CGST & SGST/ UTGST or IGST) included in quoted price is:……..
20.	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST). If yes, Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	Yes/ No
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Price Schedule of Price Bid.	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
24.	**Part Order:** (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
25.	**Testing and Inspection charges:** Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
26.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	rejected.	
27.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes 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."	
28.	Bidder hereby confirms that they are not on 'Holiday' by GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas.	
29.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
30.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
31.	Bidder confirms that they have read and understood the General Conditions of Contract – Goods enclosed at Section-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.	
32.	Bidder certifies that they shall not indulge themselves or allow others (working in GGPL) to indulge in fraudulent activities and that they would immediately apprise GGPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GGPL is liable to be treated as crime and dealt with by the procedures of GGPL as applicable from time to time.	
33.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
34.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
35.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
36.	***Bidder declares that uploaded copies are true copies of duly executed originals.***	

Place:
Date:

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

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in GGPL who issued the Tender Document, by filling up the Format)

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO.: 05/51/E/0086/GGPL/028
Dear Sir,

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

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

  Postal Address with Pin Code: .....
  Telephone Number : .....
  Fax Number : .....
  Contact Person : .....
  E-mail Address : .....
  Mobile No. : .....
  Date : .....
  Seal/Stamp : .....

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

  Reasons for non-submission of bid:

_____

Agency's Name : .....
Signature : .....
Name : .....
Designation : .....
Date : .....
Seal/Stamp : .....

F-7
BIDDER'S EXPERIENCE

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: 05/51/E/0086/GGPL/028

Sl. No	Descri-ption of the Supply/ Services	PO/ Contr-act No. and date	Full Postal Address & phone nos. of Client.	Value of Contract /Order (*Specify* Currency Amount)	Date of Commenc ement	Scheduled Completion /Delivery Period (Months)	Date of Actual Compl-etion	Reasons for delay in execu-tion, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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

Note:
As per cl.no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8 (A)
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects. Please ensure compliance and tick (√) against following points:

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced-part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Earnest Money Deposit / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed Tender Document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of documents alongwith unpriced bid as per tender requirement (including cl.no.11.1.1 of Section-III).		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format uploaded in e-tendering portal.		
4.0	Confirm that declaration as per **Annexure-II to Section-II** have been submitted by the bidder (Restricting participation of NCLT referred bidders)		
5.0	Confirm that Undertaking as per *Form-1 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-2 (if applicable) to Annexure-V to Section-III* are submitted.		
6.0	Confirm that undertaking as per Form-I-A to Section-II & Form-I-B (if applicable) to Section-II have been submitted by the bidder (Guidelines from		

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
	Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		Technical BEC			
A.1	Refer cl. no. A.1	Factory registration certificate/ GST registration certificate/ NSIC certificate/ ISO certificate or any other document evidencing the bidder as manufacturer from authority.		Yes/No	
A.2	Refer cl. no. A.2	Copies of a) Valid certificate for bidder's proposed established plant from BIS. b) Documentary proof such as relevant certificates, documents, etc. from which it can be established that the proposed manufacturing plant of PE pipes of natural gas services shall have the adequate facilities as per IS: 14885: 2022		Yes/No	
A.3	Refer cl. no. A.3	Copies of purchase order along with its proof of execution i.e., execution certificate/ completion certification/ payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes as per IS: 14885 or equivalent in the last 7 (seven) years as		Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		detailed in BEC. The proof of execution should have cross reference of the purchase order.			
A.4	Refer cl. no. A.4	Bidder to submit the foreign manufacturer's copy of, a) Documents required against sl. no. A.1, A.2 & A.3 above in respect of foreign manufacturer meeting BEC- technical. b) Documents as stated under clause H (i.e., Supporting company clause of the BEC). c) A written agreement from their foreign manufacturer (having manufacturing unit outside India) to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warrantee, post warrantee service and after sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of contract in accordance with the bid document. Bidder is to submit a declaration. d) Letter stating that they are qualifying based on their foreign manufacturers past supply experience.		Yes/No	
A.5	Refer cl. no. A.5	a) Purchase Order / Work order along with/ without the quantity in a single order as detailed in BEC under rate contract. b) Bidder has to submit satisfactory execution certificate for		Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		the supplied quantity/payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order.			
A.6	Refer cl. no. A.6	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
		Financial BEC			
B.1	Annual Turn-over (B.1)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s).	Submitted (*Mention specific year……*)	Yes/No	
B.2	Net Worth (B.2)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.	Submitted (M*ention specific year ……*)	Yes/No	
B.3	Working Capital (B.3)	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report for the immediate preceding Financial Year.	Submitted (*Mention specific year……*) Submitted/ Not Applicable	Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).	*(Bidder to tick appropriate option)*		
B.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:
Date:

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

F-9

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

Dear Sir,

This is to certify that M/s …….. (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for GGPL's Tender No. ..... dated …… for ……..(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

for …… (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Email Id :
Contact No. :
Stamp

Note:
This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

F-10

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

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	**Year _____**
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

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

Refer Instructions on page 2 of 2

Notes:

(i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)

(ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.

(iii) **Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.

4. For the purpose of this Tender document:
   (i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements"
   In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
   (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
   (iii) **NetWorth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: **05/51/E/0086/GGPL/028**

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	GGPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

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

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER:

_____

NAME OF BIDDER : _____

F-12

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

(To be issued on vendors letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
   a) Account Holder / Beneficiary Name
   b) Name of Bank:
   c) Name of branch:
   d) Branch code:
   e) Address:
   f) Telephone number:
   g) Type of account (current/saving etc):
   h) Account Number:
   i) IFSC code of the bank branch:
   j) Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize Godavari Gas Private Limited & its wholly owned subsidiary to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Godavari Gas Private Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that Account Holder/Beneficiary_____has an Account no. _____and IFSC Code :_____with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date (Signature of authorized officer of bank)

F-13
INTEGRITY PACT

INTEGRITY PACT

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

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

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

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.
b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
c) Subject to satisfaction of the Independent External Monitor, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.
d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTRNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by GGPL,

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

in terms of Integrity Pact (IP) which forms part of GGPL Tenders / Contracts.

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

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, CNG Mother Station, Beside Collector and District Magistrate office Near ITI College, Dowleswaram, Rajahmundry – 533125.

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for_____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard: -

i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-Corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal

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GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligationto treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscelleneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place ----------

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

Date ----------

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

GODAVARI GAS PRIVATE LIMITED ★ RAJAHMUNDRY

F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre-Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for E-tendering portal.	Refer training module presentations, User Guide, FAQs etc as available on E-tendering portal/ GGPL tender website.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 48 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

F-15

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

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

To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED
PO NO.: …….

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

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

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

Place:
Date:

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

F-16

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Godavari Gas Private Limited in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Godavari Gas Private Limited.

We further absolve Godavari Gas Private Limited from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with seal of Supplier / Vendor

Dated:

Format F-17
POWER OF ATTORNEY

(to be submitted on the letter-head of company)

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO.: 05/51/E/0086/GGPL/028

Name of Bidder:_____

"The undersigned _____(Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ [name of authorized person/(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (**both digitally and manually**) **and all subsequent communications, agreements, documents etc.**, in the name and on behalf of the company in connection with the tender no. _____ for……(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

_____
(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

_____
(**Name of person**)
E-mail id: ……
Digital token no. used for uploading the bid: ……..

Note: Ref. clause no. 2.7 of ITB regarding persons who can issue power of attorney.

F-18

INDEMNITY BOND

WHEREAS Godavari Gas Private Limited (hereinafter referred to as "**GGPL**") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India has entered into a contract with M/s*……. (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *…….. and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No*.]and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are

settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For *[Contractor]*

Authorised Representative

Place:

Dated:

Witnesses:
1.
2

F-19

UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE

(to be submitted on letter head of bidder)

To,

M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

TENDER NO: 05/51/E/0086/GGPL/028

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF GOODS

GENERAL CONDITIONS OF

CONTRACT - GOODS

GENERAL CONDITIONS OF CONTRACT-GOODS

INDEX

Article	Title
1.	Definitions
2.	Seller to inform
3	Application
4.	Country of origin
5.	Scope of Contract
6.	Standards
7.	Instructions, direction & correspondence
8.	Contract Obligations
9.	Modification in Contract
10.	Use of Contract Documents & Information
11.	Patent Rights, Liability & Compliance of Regulations
12.	Performance Guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Transit Risk Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting & assignment
24.	Time as Essence of Contract
25.	Delays in the Seller's Performance
26.	Price Reduction Schedule for Delayed delivery
27.	Rejections, Removal of rejected equipment & replacement
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of disputes/arbitration
31.	Governing Language
32.	Notices
33.	Taxes & Duties
34.	Books & Records
35.	Permits & Certificates
36.	General
37.	Import Licence
38.	Fall clause
39.	Publicity & Advertising
40	Repeat Order
41	Limitation of Liability

1 Definitions

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

1.1 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.2 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 2010 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 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 to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 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/ OWNER/GGPL shall mean GODAVARI GAS PRIVATE LIMITED (GGPL) having its registered office at Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram, Rajahmundry, Andhra Pradesh ZIP Code: 533107. The term PURCHASER includes successors, assigns of GGPL.

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 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 2 (two) 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 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 shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER 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. 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.
b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
c. All communications including technical/commercial clarifications and/or comments shall be addressed 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/LR, etc.

8 Contract Obligations

8.1 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 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 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.

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

11 Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER 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 Contract cum Performance Bank Guarantee (CPBG)

Within 30 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.

The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to completehisobligationsundertheCONTRACTwithoutprejudicetoanyoftherights orremediesthe 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.

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

The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry o f 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 anywarrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

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

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

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

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

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

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

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

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

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

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

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 warrantee 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

14.1 Time Schedule Network/Bar Chart

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

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.2 PURCHASER'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 Irrespective of such inspection, SELLER shall advise 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 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 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, the PURCHASER 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 shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable),

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 (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ 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. Any request concerning delay will be void unless accepted by PURCHASER 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.

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. Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by Supplier.

17. Transportation

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

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 warrantee/guarantee obligations under the Contract.

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

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

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

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

19 Spare Parts and Maintenance Tools

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

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

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 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

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 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) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the use for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of shipment (for each lot) 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 may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER 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 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, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER 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/ 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 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 alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
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 relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.

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 Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

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

23 Subletting & Assignment

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

24 Time As Essence of Contract

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

25 Delays In The Seller's Performance

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

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

ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same

purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

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 sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (if applicable), 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 1/2% (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 (if applicable).
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 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 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 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 GGPL (India) Ltd. Against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

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

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

29 Force Majeure

29.1 Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER 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 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 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 Rajahmundry, East Godavari Dist. Andhra Pradesh.

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 (GGPL) 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 Rajahmundry, India.

Subject to the above, the provisions of (Indian)Arbitration& Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Andhra Pradesh (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), 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/ in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

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

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

33 Taxes & Duties

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

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence 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.

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

33.4 Any income tax payable in respect of supervisory services rendered by Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne

by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER 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 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 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 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 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 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 License

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

38 FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Dept. 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/organizations23 including the Purchaser or any Dept. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

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

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

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the GGPL

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

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

40 Limitation of Liability

40.1 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-V

SPECIAL CONDITIONS OF CONTRACTS + ANNEXURES

SECTION – V

SPECIAL CONDITIONS OF CONTRACT – GOODS

(SCC - GOODS)

DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section IV "GCC - GOODS", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV "GCC - GOODS", the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB.

Effective Date shall mean the date on which Seller's obligations will commence and that will be date of Fax of Acceptance (FOA).

Warehouse / Dump yard / Dump site shall mean a place hired/owned by Owner for the purpose of storing the materials / equipment to be procured.

1.2. Interpretations

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

1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

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

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

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

1.2.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations.

In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires

2. SELLER'S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

2.1.1 Seller's scope shall include (a) manufacturing/ supply as per Material Requisition & technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection

by Purchaser's/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Transportation (i) Loading on truck/trailer & unloading at site and (j) Services, if any, as per MR.

3. PACKING, MARKING AND SHIPMENT

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

3.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document.

4. DELIVERY SCHEDULE

4.1 All goods under the scope of the seller shall be delivered as given in IFB:

4.1.1 Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated GGPL's store/stores as per MR shall be considered as date of delivery.

4.1.2 **VOID**.

4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and/or other remedies available to the Purchaser in Bidding Documents.

4.1.4 Price Reduction Schedule (PRS) shall be applicable as per cl. 15 of SCC.

4.1.5 Delivery period as detailed in Clause 4.1 of SCC-Goods, shall be the essence of Agreement and no variation shall be permitted.

4.1.7 The delivery period shall be reckoned from the date of written intimation /FOA, as applicable as per Delivery Schedule given in IFB.

4.2 ***The delivery location of the material is as indicated in Material Requisition***

5. DESPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

5.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

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

7. LIEN

7.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. RECOVERY OF CUSTOMS DUTY, GST ETC.

8.1 In case, the statutory variation entitles the Employer to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Contractor, immediately on enforcement of such variation, under intimation to the Contractor.

9. REJECTION

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

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

10. LIMITATION OF LIABILITY- REFER CLAUSE 40. IN GCC.

11. INSURANCE

It may be noted that transit insurance shall be arranged and paid by bidders and charges for the same will be included in quoted prices.

12. GOVERNING LAW-REFER CLAUSE 30.3 IN GCC.

13. PURCAHSERS'S RIGHTS AND REMEDIES

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

14. GUARANTEE

14.1 AS PER CLAUSE 20 OF GCC-GOODS

15. PRICE REDUCTION SCHEDULE (PRS):

In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable ½ % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

The value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply.

This being Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the entire value of ARC.

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

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

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

Cl. No. 26.0 of GCC stands modified to above extent.

16. TERMS AND MODE OF PAYMENT

16.1 The terms and mode of payment shall be as per Annexure to SCC.

17. REPEAT ORDER

REFER ITB.

18. ORIGIN OF GOODS-REFER CLAUSE NO 4 OF GCC-GOODS

19. FALL CLAUSE-Shall be applicable as per GCC-Goods.

20. QUALITY ASSURANCE/QUALITY CONTROL

20.1 The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.

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

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

21. PERFORMANCE EVALUATION

REFER ITB.

22. VOID

23. Clause no. 16.0 of GCC shall be appended with the following:

Transit Insurance: Transit Insurance shall be arranged and borne by the bidder. Dispatch particulars [as per packing, marking and shipping instructions given in tender] shall be

furnished and addressed to insurance agency immediately on dispatch. Details of insurance agency & policy nos. shall be informed to GGPL also.

24.-27 VOID.

28. Other clauses

1) Failure and termination Clause

Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, GGPL may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder: -

(a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.
It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or

(b) Purchase or authorize the purchase elsewhere on the account and at the risk of the contractor, of the materials not so delivered or others of a similar description, by serving prior notice to the contractor / supplier without canceling the contract in respect of the installment not yet due for delivery;

or

(c) Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired, purchase or authorize the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, if shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.

(d) Where action is taken under sub-clause (b) or sub-clause(c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months

from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the contractor.

(e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contact price of delayed supplies (whole unit) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/ contractor in accordance with terms of supply order, or otherwise.

(f) Notwithstanding anything stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

29. DISPUTE RESOLUTION

REFER ITB.

30. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

I/c (Inspection & Expediting)
MECON LIMITED,
13th Floor, North Tower
Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA
Phone No. : 22041872 , 22041183/1179

With a copy to:

a) The Asst. Manager (C&P),
M/s Godavari Gas Private Ltd. (GGPL)
Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College,
Dowleswaram, Rajamahendravaram
East Godavari – 533125, A.P.
Kind Attn: Sh. Satya Rakesh
E-mail: satyarakesh.m@apgdc.in

b) Project Coordinator
CGD Project of M/s GGPL
MECON Limited
15th Floor, North Tower
Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA
Phone No. : 011-22401201

Fax No. : 011-22041214
Kind Attn: Mr. Abhishek Dwivedi, Sr. Manager (CGD) (E-mail: abhishek_dwivedi@meconlimited.co.in)

31. GENERAL CONDITIONS

(i) When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.

(ii) The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated there in.

(iii) Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to purchaser.

(iv) Packaging must be done considering separate destinations, as per Material Requisition (MR).

32. DESTINATION /STORE

As per MR (Material Requisition) in Vol.-II.

33. ANNUAL RATE CONTRACT (ARC) CONDITIONS:

i) Purchaser can award to seller(s) as per Schedule of Rates (SOR) in bid document, as & when required, during the validity of Rate Contract which will be 2 years from the date of Fax of Acceptance.

ii) Item wise required quantities and completion period shall be informed to Seller by purchaser by a firm 'written Intimation'/ 'Release order' against subject Rate Contract during its validity.

iii) Price Reduction Schedule for delay in completion, Guarantee/ Warranty and contract value for Limitation of Liability will be applicable separately for each order (i.e. Release order).

iv) Quantity mentioned in the SOR is indicative only. There is no minimum guarantee of quantity to be ordered. Order for any quantity of MR / SOR item can be placed to the supplier as per the project requirement. No claim shall be entertained for any variation of quantities mentioned in MR/SOR.

Annexure to SCC

PAYMENT TERMS AND MODE OF PAYMENT

1. TERMS OF PAYMENT

The following shall be read in conjunction with Article 21 of GCC (Goods)

1.1 **Indian Bidder:**

1.1.1 90% of Invoice value including transportation with 100% taxes and duties will be paid progressively on receipt of material at storage yard after adjustment against PRS and against submission of invoice in triplicate along with:

i) Inspection release note by Purchaser/Purchaser's agency.
ii) Copy of LR
iii) Packing List
iv) Proof of customs clearance including payment of customs duty for imports permitted in the Contract or Declaration of no import content in case there is no import.
v) Dispatch instructions/clearance by Purchaser/Purchaser's agency

The invoice (as per GST Act/ Law) shall raised in the name of GGPL as per PO.

1.1.2 Balance 10% amount of Invoice value shall be paid within 30 days on receipt and acceptance of complete materials at storage yard against submission of Claim Advice / Supplementary Invoice along with:

Confirmation by Purchaser/Purchaser's agency against receipt of documents as specified in Vendor Data Requirement in MR.

1.2 VOID

1.3 TERMS OF PAYMENT – SUPERVISION OF ERECTION AND COMMISSIONING, if applicable

100 % (Hundred percent) against monthly bills payable against submission of invoices and time sheets certified by Engineer-in-charges.

Indian Agent' s commissions, if any, shall be released directly to Indian agent in Indian Rupees after completion of site activities and final acceptance issued by Engineer-in-charge at site, through e-banking. TDS, if any shall be deducted from the payment of IAC.

2. THE INVOICE SHALL BE MADE AFTER ADJUSTING THE FOLLOWING:

2.1. PRS pursuant to GCC - GOODS Clause 26.0 and SCC clause no. 15.

2.2. Indian agents commission, if applicable.

3. MODE OF PAYMENT

3.1 Payment will be released through E-payment as detailed in ITB.

3.2 DEDUCTION AT SOURCE

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

3.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

4. PAYING AUTHORITY:

CFO,
M/s Godavari Gas Private Ltd. (GGPL)
Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram
East Godavari – 533125, A.P.

SECTION-VI

PRICE SCHEDULE FORMAT

(Excel sheet of BOQ available on Petroleum ewizard portal: https://petroleum.ewizard.in/)

DOCUMENT NO. PA01

PREAMBLE TO PRICE SCHEDULE
FOR PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED, Tender No. 05/51/E/0086/GGPL/028

1 Scope of Supply including testing, Inspection, documentation etc., shall be strictly as per Material Requisition and Bidding Document.

2 VOID

3 Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part with the Unpriced Bid.

4 Bidder shall furnish prices/details as above, in accordance with various clause of ITB/SCC

5 All the Columns of quoted items in the price schedule including currency must be filled with required information, as applicable.

6 Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.

7 Quoted prices are firm and fixed fixed till complete execution of the entire order. Also price variation on account of variation in Foreign Exchange rate is not allowed.

8 Details of designated delivery points are given in the Material Requsition (MR), Vol. II.

9 Bidder confirm that he has noted the contents of the preamble to the price schedule, price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.

COMPANY'S NAME:

NOTES: Bidders must submit this document No. (PA01) duly signed and stamped with both unpriced & priced offer.

SCHEDULE OF RATES (SOR) (PRICE BID)
Tender No.: 05/51/E/0086/GGPL/028

ITEM: PROCUREMENT OF PE PIPES (2 YEARS ARC) FOR CGD PROJECT IN EAST GODAVARI AND WEST GODAVARI GEOGRAPHICAL AREAS OF M/S GODAVARI GAS PRIVATE LIMITED

NAME OF BIDDER:

OFFER REFERENCE NO.:

HSN No.: _____

All rates/ amount to be quoted in INR

Item S.No.	Description of Items	Unit	Qty	Unit 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) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable) but excluding GST on finished goods		Total 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) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable). Col (3x4)	Unit Inland transportation upto Delivery location and other costs incidental to delivery of goods (excluding GST)	GST (CGST&SGST/UTGST or IGST) on the finished goods & transportation (applicable extra on Col. 4 & Col. 6)		Unit FOT site Price including GST Col. (4+6+8)	Total FOT site Price including GST Col. 3X9
								%age	Amount		
1	2	2A	3	4		5	6	7	8	9	10
				Figures	Words	Figures					
PROCUREMENT OF PE PIPES FOR DEVELOPMENT OF CGD NETWORK IN EAST AND WEST GODAVARI GA				INR		INR	INR		INR	INR	INR
	Manufacture and supply of Polyethylene Pipes on 24 Months Annual Rate Contract (ARC) basis including transporting and handling of all pipes to storage yard and as per details given below:										
1	**Size (OD) mm- 90, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11**	**Meters**	**43,200**								
2	**Size (OD) mm- 63, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11**	**Meters**	**1,00,960**								
3	**Size (OD) mm- 32, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11**	**Meters**	**2,27,830**								
4	**Size (OD) mm- 20, Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11**	**Meters**	**6,99,350**								

Notes:
1. Bidders are requested to quote rate with due consideration of Unit of measurement of tendered item(s) given in SOR.
2. "Notes to Material Requisition (MR)"(if any) must also be referred while quoting.