



A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd. and Hindustan Petroleum Corporation Ltd

CORRIGENDUM -3

DT. 18.01.2020

INTERNATIONAL COMPETITIVE BIDDING

FOR

**Supply of CNG Electric Motor driven Integrated Compressor Package for
GGPL**

TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

The following modifications to the subject tender is hereby authorized.

| S. No. | Description | Page No. / Clause No. | Amendment/Addition/ Modification |
|---------------|---|------------------------------|--|
| 1. | TYPE OF TENDER | 4/Section-I/C | INTERNATIONAL COMPETITIVE BIDDING |
| 2. | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | IFB (F) | <p>Amount: INR 3,28,530 (for Indian Bidders) US\$ 4610 (for Foreign Bidders)</p> <p>Note: In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per law (if any) is to be fulfilled by the concerned foreign bidder.</p> <p>(Refer clause no.16 of ITB & BDS for details)</p> |
| 3. | BID EVALUATION CRITERIA & EVALUATION METHODOLOGY | SECTION-II | Revised BEC & Evaluation methodology attached as Annexure – I |
| 4. | INSTRUCTION TO BIDDERS (ITB) | SECTION-III | Revised ITB attached as Annexure – II |



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| | | | |
|----|--|------------------------|--|
| 5. | FORMS & FORMAT | Pg 67-108 | Revised Forms and Formats attached as Annexure - III |
| 6. | PAYMENT TERMS AND MODE OF PAYMENT | SECTION – III D of SSC | Revised Payment terms attached as Annexure – IV |
| 7. | SCHEDULE OF RATES FOR FOREIGN BIDDERS & CALCULATION OF LOCAL CONTENT | SECTION – VII | Schedule of Rates For Foreign Bidders & Format for calculation of local content Attached As Annexure – V |

All other terms and conditions of tender document remain unchanged.

For & on behalf of
Godavari Gas Private Limited

(Authorized Signatory)

Name :A RAMESH NAIK

Designation :Chief Manager (C&P).

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Annexure - I

SECTION-II

REVISED BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

REVISED QUALIFICATION CRITERIA (BEC):

A. TECHNICAL CRITERIA:

- i) The bidder should be a manufacturer / packager and supplier of Integrated CNG compressor and Dispenser package.
- ii) The bidder must have the single point responsibility for manufacturing / packaging, supplying, installing, commissioning of Integrated CNG compressor and Dispenser package.
- iii) The bidder should have experience of having engineered, manufactured / packaged, tested, supplied **at least one integrated compressor package** from the proposed facility of manufacturing / packaging in the last Seven years reckoned from the final bid opening date.
- iv) The bidder must have necessary infrastructure in India to provide the Operation & Maintenance Service
- v) In case compressor manufacturer authorizes his Indian packager and supplier / dealer / subsidiary to bid, in such case, technical BEC of compressor manufacturer towards clause no. (i) and (iii) above shall be applicable.

Note: The quoted item(s) shall be supplied only from the proposed manufacturing facility/workshop, as declared for meeting the BEC criteria of clause above.

Note:

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- (ii) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate to this effect issued by the end user/owner.

B. FINANCIAL:

- a) **Annual Turnover:** The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the preceding three financial years shall be as under:

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| S. No. | Description of item | Minimum annual turnover requirement | |
|--------|-------------------------------|-------------------------------------|----------------------------------|
| | | For Indian Bidder (in INR) | For Foreign Bidder (in US \$) |
| 1 | Integrated compressor package | Rs. 65 Lakhs. | 91164 USD |

- b) **Net worth:** Net worth of the bidder should be positive as per the last audited financial year.
- c) **Working Capital :** The minimum working capital of the bidder as per the last audited financial year, shall be as given below:

| S No. | Description of item | Minimum annual working capital requirement | |
|-------|-------------------------------|--|-------------------------------|
| | | For Indian Bidder (in INR in Lakhs) | For Foreign Bidder (in US \$) |
| 1 | Integrated compressor package | Rs. 13 Lakhs. | 18232 USD |

Note:

1. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter for line of credit from their bank having net worth not less than Rs.100 Crores (or equivalent USD), confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format at F-9.
2. **Annual Turnover:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
3. **Net Worth/Working Capital:** In case the tenders having the bid closing date 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 as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

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

D. DOCUMENTS REQUIRED:

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

| BEC Clause No. | Description | Documents required for qualification |
|-----------------------|--|--|
| 1 | <i>Documents Required-Technical Criteria</i> | |
| a) | The bidder should be a manufacturer / packager and supplier of Integrated CNG compressor and Dispenser package. | <p>If bidder is manufacturer, then Copy of BIS certificate/ISO certificate/PESO approval shall be submitted.</p> <p>In case the bidder is Packager, Authorization letter from the manufacturer authorising Indian supplier shall be submitted.</p> |
| b) | The bidder must have the single point responsibility for manufacturing / packaging, supplying, installing, commissioning of Integrated CNG compressor and Dispenser package. | Confirmation on letter head that the bidder shall have single point responsibility for supplying, installation commissioning, operation and maintenance of Integrated Compressor Package. |
| c) | The bidder should have experience of having engineered, manufactured / packaged, tested, supplied at least one integrated compressor package from the proposed facility of manufacturing / packaging in the last Seven years reckoned from the final bid opening date | <p>Copies of</p> <p>1. Purchase Order & Inspection release note Issued by the purchaser/ end user in the last 7 (seven) for the specified quantity in a single order as detailed in BEC. The proof of execution should have cross-reference of the purchase order.</p> |

| | | |
|------------------|---|--|
| d) | The bidder must have necessary infrastructure in India to provide the Operation & Maintenance Service | Copy of work order and completion certificate /execution certificate / payment certificate for the described services |
| Note: (i) | Jobs executed for Subsidiary / Fellow subsidiary/ Holding company | 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. |
| Note:(ii) | In case of rate contract | Purchase Order / Work order along with/ without the quantity in a single order as detailed in BEC under rate contract. Bidder has to submit satisfactory supply execution certificate for the said quantity issued by the end user/owner as per clause. |

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be:

(a) For Indian bidder: duly certified/ attested by Chartered Engineer and notary public with legible stamp.

(b) For Foreign bidder: duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/ EurEta Registered Engineer/ EurIng or Equivalent Registered Engineer of bidder's country with legible stamp.

Further, supporting document pertaining to Technical Criteria of 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 bidder'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.

| 2 | Documents Required-Financial Criteria | |
|----------|--|---|
| a) | Annual Turn-over | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of three (3) preceding Financial Year(s) along with un-price bid. |
| b) | Net Worth | Bidder(s) shall submit copy of Audited Annual Financial Statement of last Financial Year, along with un-price bid |

| | | |
|----|-----------------|---|
| c) | Working Capital | Bidder(s) shall submit copy of Audited Annual Financial Statement] of last Financial Year, along with un-price bid. 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 USD), confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format at F-15. |
|----|-----------------|---|

For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC),

A) **Indian bidder:** shall submit "Details of financial capability of bidder" in prescribed format 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.

(B) **Foreign bidder:** shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a Chartered Accountant./ Certified Public Accountant (CPA). Further, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable

In absence of requisite documents GGPL reserves the right to reject the bid without making any reference to bidders.

E. EVALUATION METHODOLOGY:

- Evaluation shall be done on total cost (FOT site basis) including comprehensive Operation & Maintenance for 3 years incl. Guarantee period of 1 year.
- Bidders are required to quote for complete scope of supply. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- SOR quantities are non split-able.
- In a tie situation where two or more bidders become L1, the bidder whose turnover is more for the immediate preceding audited financial year will be decided as L1.

Methodology for Evaluation and Award shall also include price evaluation based on overall lowest evaluated price (L-1) basis.

(2) The evaluated price of bidders shall include the following:

(a) Where only Indian Bids Exist, evaluated price shall consist:

- 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 up to 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 like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services
- v) Other loading, if any, as specified in Tender Document

Notes:

- (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 (if applicable as per act/law in vogue). Where GAIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) Indian bidder to consider input tax credit of IGST (in case of import of raw materials/components) in their quoted prices.

(b) Where only Foreign Bids Exist, evaluated price shall consist:

- i) CIF price quoted by the bidder
- ii) Customs clearing and Forwarding Charges at Port of Entry and Inland Transportation for all the imported items
- iii) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc plus applicable GST (CGST & SGST/UTGST or IGST) on these services.
- iv) Other loading, if any, as specified in Tender Document

(c) Comparison of prices where both Foreign Bids and Indian Bids Exist:

Indian Bid:

- i) Ex-works price quoted by the bidder (including packing, forwarding, Inland

- Transportation to Delivery Location) including cost of Inspection by Third Party Agency etc.
- ii) Inland transportation upto Delivery location, Inland Transit insurance and other costs incidental to delivery of goods
 - iii) GST (CGST & SGST/UTGST or IGST) on the finished goods (i.e. on sl. no. i above)
 - iv) Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services.
 - v) Other loading, if any, as specified in Tender Document

Notes:

- (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. Where GAIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

Foreign Bid:

- i) CIF price quoted by the bidder
- ii) Applicable Import duty on [CIF Price plus Landing Charges @1% of CIF price]
- iii) Customs clearing and Forwarding Charges at Port of Entry and Inland Transportation for all the imported items
- iv) Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services
- v) Other loading, if any, as specified in Tender Document

Notes:

a) The prices from foreign bidders are to be obtained on the basis of CIF basis.

b) If Foreign bidder emerges as L1 bidder the order shall be placed on CIF basis.

c) The rate of import duty considered for evaluation shall be prevailing rate as per Customs Act

(d) Input tax credit of GST (CGST & SGST/UTGST or IGST):

- (i) Wherever the Work centre/Project is entitled to avail input tax credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of tax credit available for the tendered items. The bids will be evaluated after considering the effect of input credit of GST (CGST & SGST/UTGST or IGST).
- (ii) Where the Work Centre/Project cannot avail/take input tax credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of credit available for the tendered items:

Notes:

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

Annexure – II

SECTION-III

REVISED INSTRUCTIONS TO BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

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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 to offer (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/Seller**”) 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' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

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 Bid Due Date. 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 to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.
In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to GGPL by the Bidder.
It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put 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/blacklisted by Government department/ Public Sector on bid due date 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 No. 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. 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 by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL their status on 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 no.39 of ITB.

- 2.4 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 this Tender Document forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.
- 2.5 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 in same project.
- 2.6 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.
- 2.7 **Power of Attorney:**
- For Single Bidder:
In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any partner or partners being authorized under the partnership deed or by way of a special resolution passed by the partners of the partnership / any person authorized in terms of Deed of LLP or by a resolution passed by LLP/Proprietor in favour of the authorised person(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized persons(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BID FROM "CONSORTIUM"/"JOINT VENTURE" – NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING

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, document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, GGPL 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.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, 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 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 the Clause No. 8 & 9 of ITB,":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures and Forms & Formats **
- Section-IV : General Conditions of Contract – Goods [GCC]***
- Section-V : Special Purchase Conditions/ 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 i.e. BDS (Bidding Data Sheet)

***Hindi version of GCC is available on GGPL's tender website (www.GGPLtenders.in) for reference. However, in case of any discrepancy in English & its Hindi translation, for interpretation and legal aspects, the English version shall prevail.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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) on the terms & conditions of the Tender Document may notify GGPL in writing or by fax or 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 Due Date in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL may respond in writing to the request for clarification. GGPL's response including an explanation to the query, but without identifying the source of the query will be uploaded on Websites as mentioned at Clause No. 2.0 (G) of IFB/ communicated to prospective bidders by e-mail/ fax.
- 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 bid due date & time, 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 shall be hosted on the websites as provided at Clause No. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the date of submissions of Bid 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:

- 10.1 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 shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder is in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the bids are invited under Two Bid System, the Bid prepared by the Bidder shall comprise of the following components:

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

Part-I of the Bid shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (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-5A or 'Form-5B (as the case may be)'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (h) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
- (i) Integrity Pact as per Form F-13 (if applicable)
- (j) Proforma for details of Indian Agents as per Form F-14 if Agent/Consultant/Retainer/ Associate is involved
- (k) All other forms and Formats including Annexures.
- (l) Undertaking as per Form-1 by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (m) Undertaking as per Form-2 (Rev.1) and Certification from statutory auditor as per Form-3 (Rev.2) by bidders seeking preference under PP-LC, if applicable. In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.2), the bidder is required to submit Form -4 and Form-5 (Rev.1) to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.
- (n) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (n) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/ Amendment/ Clarification(s).
- (o) Any other information/details required as per Tender Document

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" as mentioned in POA submitted.

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. 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 the bids are invited under Manual tendering system, the Bidder shall submit bid sealed in 2 different envelopes, in following manner:

- (i) Sealed Envelope-I consisting of all the above documents mentioned at 11.1.1 herein above.
- (ii) Sealed Envelope-II consisting of the Prices to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove.

Both the envelopes shall be put on outer envelope with proper address & details (refer cut-out slip).

11.3 ~~In case the bids are invited under e tendering system, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on GGPL's E-Portal as follows:-~~

11.3.1 ~~PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID" comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Power of Attorney and~~

~~Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the GGPL's e portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.~~

~~Further, Bidders must submit the original "Bid Security / EMD, Power of Attorney, Integrity Pact (wherever 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 & 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 Due Date and Time of Bid Submission, 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 Due Date of 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.~~

~~11.3.2 PART II: PRICE BID~~

~~The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment as per instructions provided in Annexure III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on GGPL's E portal.~~

- 11.4 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

12 BID PRICES

12.1 Indian Bidders:

12.1.1 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) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.
The material is required to be delivered through a reliable bank approved Road Transport Company and who is 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 its own transporter.

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

Notes:

- (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. Where GGPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
 - (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- 12.1.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.1.3 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, freight and 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, freight and on the incidental services shall be indicated in Form-5A and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.2 Foreign Bidder:

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

- A) Prices on the basis of FOB as well as CFR
FOB prices shall be inclusive of all costs, insurance, taxes & duties upto FOB port of shipment.
- B) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) [in case bidder has Permanent Establishment in India / tax residency in India/ GST Registration] on these services as per the Price Schedule/ Schedule of Rates.

12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/ABS/AIB-Vincotte/Moody) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance up to FOB International Sea Port of exit is in the scope of Foreign Bidder. Insurance beyond FOB International Sea Port of exit shall be arranged by the Owner.

12.2.3 Concessional rate of Import Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Import Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Import Duty applicable, if any.
- (iii) Any Import Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Import Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 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.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS®2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

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.

12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) applicable for Goods/Items and Service Accounting Codes (SAC) applicable for incidental Services, at the designated place in Price Schedule.

13.0 TAXES & DUTIES

13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER

13.1.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GGPL's account.

Beyond the contractual delivery 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 Purchaser.

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

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

- 13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 above, 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. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.1.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/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 its applicability with respect to the Contract.
- 13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.1.6 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**
Supplier shall ensure timely submission of correct 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 of Goods / Services 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/Contractor under this contract or under any other contract.
- 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.

13.1.7 The supplier shall mention the particulars of GGPL Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of GGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

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

However, 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 (if applicable as per Govt. Act/ Law in vogue). Where GGPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.1.9 In case the GST rating of vendor 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 for supply of goods / services, then GGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GGPL.

13.1.10 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 may note the above and quote their prices accordingly.

13.1.11 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.1.12 The rate of GST as quoted in Price Schedule shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule shall be considered as the maximum payable (at actual against documentary evidence) in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GGPL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.

13.1.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal

(www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:

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

Customs duty payable in India for imported goods ordered by Purchaser on foreign Seller shall be borne and paid by Purchaser.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by Seller. For Foreign bidders who is not having the Permanent Establishment/ Tax Residency (refer clause no.48 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of supervisory Services shall be payable by GGPL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and GGPL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as service provider, then GGPL will not reimburse tax, interest and penalty amount to such foreign vendor on this account.

In case Foreign bidders who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) in respect of Supervisory Services shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of supervisory services shall be as per provision applicable to Indian bidder mentioned herein above.

14 BID CURRENCIES:

- 14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.
- 14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/GBP/EURO/ INR.
- 14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

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 fax/email. A Bidder may

refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of GGPL Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' or 'Letter of Credit' 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 for Indian bidders and US Dollars/Indian Rupees for foreign bidders.
- 16.2 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 or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank in case of Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. 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]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by GGPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 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.
- 16.6 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 'Period of Bid Validity'
 - (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) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",

- (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
- (iv) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 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.
- 16.8 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 are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 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.
- 16.10 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/ contract.
- 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 of GGPL,
- 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 each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended 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 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

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 n(s). GGPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. 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.

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
- (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, if Applicable
- (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 MODE OF PAYMENT

DOMESTIC BIDDER:

GGPL Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’. The successful bidder should give the details of his bank account as per the bank mandate form.

FOREIGN BIDDER:

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in Special Conditions of Contract (SCC) less Indian Agent’s Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller’s account.

Agency Commission (if applicable) will be paid by GGPL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by GGPL.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 In case of e-tender, Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.
- 21.5 **AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**
- 21.5.1 GGPL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an

Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.

- 21.5.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GGPL. Such remuneration/commission will be paid by GGPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GGPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

- 21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GGPL in advanced for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 ~~In case of e-tender, the Bid must be uploaded on GGPL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.~~
- 22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.
- 22.3 GGPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which 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 of GGPL and Govt. and GGPL's e-Portal (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 In case of e-tender, e-tendering system of GGPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.
In case of manual tender, Bid(s) received by GGPL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid. In case of e-tendering, where the EMD /physical documents has been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.
- 23.3 Unsolicited Bids or Bids 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 Modification and withdrawal of bid shall be as follows:-

24.1.1 IN CASE OF E- TENDER

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

24.1.2 IN CASE OF MANUAL TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by GGPL prior to the Due Date & Time for Bid submission.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document

number :....”/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission 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 and rejection of Bid.

24.4 The latest Bid submitted by the Bidder 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

GGPL 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's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

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. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness 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 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 in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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 Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE PURCHASER

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the GGPL's procedure in this regard.

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;
 - (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.
- 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 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors 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 (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 contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) 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 amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Employer / Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only, as per following methodology.
The following methodology shall be adopted for evaluation of bids in foreign currencies considering the forward rate:

- (i) The forward rates applicable as on the expected date of delivery/ Completion shall be considered. To arrive at the forward exchange rate applicable on reference date, the following method shall be applied:
- (a) Wherever only one time delivery is to be made against order or one-time payment is to be made after completion period of contract:
The reference date shall be the date of price bid opening plus delivery/ completion period specified in tender
- (b) Wherever staggered delivery is to be made against order or multiple/Running Account (RA) bill payment is to be made during completion period of contract:
The reference date shall be the date of price bid opening plus arithmetic mean of staggered delivery/completion period specified in tender.

[Dealing Officer to included only one provision based on the delivery schedule of tender].

- (ii) The applicable closing forward rates of M/s Bloomberg (or other software as decided by company from time to time) for different currencies for the above reference date obtained one day prior to price bid opening shall be considered for evaluation of bids. Where the time lag between the opening of the price bids and conducting Reverse Auction (if applicable in this tender) exceeds three months, the applicable closing forward rates for different currencies for the above reference date obtained two days prior to the date of first Reverse Auction of that tender shall be considered for evaluation of bids.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup 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 of Industrial Promotion and Policy.

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 $\pm 5\%$ may be allowed. 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.

34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) / Domestically Manufactured Electronic Products (DMEP) / Domestically Manufactured Telecom Products (DMTP) / Purchase Preference to Local Content (PP-LC) / Domestically Manufactured Iron & Steel Products (as applicable) shall be allowed as per Government instructions in vogue, as applicable.

[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.

In case Indian bidder emerged as successful bidder, GGPL intent to place the order/contract directly on the address from where Goods are produced/dispatched are 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 address on which order is to be placed.

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 Fax / 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 Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

37.0 DISPATCH SCHEDULE

37.1 INDIAN BIDDER:

- 37.1.1 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

- 37.1.2 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.

- 37.1.3 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.

37.2 FOREIGN BIDDER:

- 37.2.1 Where the Seller is required under the Contract to deliver the Goods on CFR or CIF, transportation 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 for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by GGPL.

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

37.2.2 It shall be responsibility of the seller to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

37.3 All equipments / materials are to be insured by GGPL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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 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 order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive of GST).

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 taxes and duties to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. 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/or its equivalent in U.S. Dollars) and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

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.

38.4 Further, the bidder can submit CPBG on line through issuing bank to GGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GGPL.

38.5 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GGPL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of 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, 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/ contract.

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.

- 39.2 The Fraud Prevision Policy document is available on GGPL's website (www.GGPLonline.com).

39.3 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 GGPL Ltd., 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 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE) (applicable for Indian bidder)

- 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%, 5% (20% of 25%) 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 under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.
- b) If the MSE is owned by SC/ST or women Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

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.

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.

40.4 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 registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and

Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing 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 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 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.

41 PACKING, MARKING & SHIPPING INSTRUCTIONS

- 41.1 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.
- 41.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.
- 41.3 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

42 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension, watch list and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

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.

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

1.0 CONCILIATION

GGPL 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, may be referred for conciliation in accordance with GGPL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GGPL's web site i.e www.GGPLonline.com.

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 GGPL 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) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, GGPL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. 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 the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GGPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GGPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of 'Delhi International Arbitration Centre'.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e

ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GGPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
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 the Courts situated at New Delhi 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 concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution

through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

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 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS (APPLICABLE FOR INDIAN BIDDER)

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

47 REPEAT ORDER

Purchaser reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

48 PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by GGPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-16A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by GGPL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by GGPL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by GGPL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same

- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to GGPL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to GGPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, GGPL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by GGPL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by GGPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .
If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-16B.
- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/ consultant.

Note: Form 10F as per requirement of Indian Income Tax Act is attached at Format F-16B.

49. **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)**

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

50. **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY REFER BDS)**

During execution of contracts/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 issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

51. **PROVISIONS FOR STARTUPS [APPLICABLE FOR INDIAN BIDDERS ONLY] (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.

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

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry and the certificate should be 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 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/group/item/part wise (as the case may be), as per tender document.

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.

52. **GUIDELINES FOR 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/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.



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In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGPL will release the payment to supplier/ contractor/ service provider 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/ contractor/ service provider. 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/Contractor under this contract or under any other contract.

===== X =====

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.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an 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.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of GGPL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority of GGPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 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.

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 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, during execution of Contract, 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.

The concerned Order (s)/ Contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the Order(s)/ Contract(s) where it is concluded that such irregularities have been committed, shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.

No risk and cost provision will be enforced in such cases.

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

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after execution of Contract and during DLP/ Warranty /Guarantee Period, the Agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the CPBG/CPS submitted by Agency against such Order(s) /Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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. | 02 years |

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| | | |
|-----|--|--|
| | For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category. | |
| 2 | Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices | 03 years |
| 2.1 | <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p> <p>(v) Repeated once</p> <p>(vi) Repeated twice or more</p> | <p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p> |
| 3 | Indulged in unauthorized disposal of materials provided by GGPL | 7 years |
| 4 | If act of vendor/ contractor is a threat to the National Security | 15 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 tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, GGPL when :-

- (i) Corporate Vigilance Department, GGPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, GGPL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, GGPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from GGPL.
The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
 - D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
 - D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

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 of GGPL. Such an appeal shall be preferred within one month from the date 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.

Annexure-II

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 in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

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 PRDS, 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 valued 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**

TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

- 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 PRDS (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS 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:

- (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 Three (3) Years.

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 three 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 such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**
 - (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 for a period of Three 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. 28.3.1 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 Three (3) 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 three 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) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (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: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (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

TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

- 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 PRDS (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 need to be initiated by Site C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS 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:

- (b) **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 Three (3) Years.

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 three 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 such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (iii) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

- (iv) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

- (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 for a period of Three 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. 28.3.1 of GCC-Goods)
- (d) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) 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 three 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.
- (e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (f) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant 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 should not be considered in ongoing tendering process/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/CPS 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 process:
- 7.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.
- 7.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.
- 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 against any Tender Document 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 date 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 consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- 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 tendering process or withdrawal of Bid or modification of Bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD submitted by the Bidder and such Bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such Bidder will be put on holiday for a period of six months after following the due procedure.

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

GGPL Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(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 | | | | |



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

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 | 1. No deviation | 5 marks |

deviations

2. No. of deviations ≤ 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, CPS/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, CPS/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 |

GGPL Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(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 ≤ 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, CPS/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, CPS/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 |

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| ITB clause | Description |
|------------------------------|---|
| A. GENERAL | |
| 1.1 | The Purchaser is: Godavari Gas Private Limited |
| 1.2 | The Invitation for Bid/ Tender is for Procurement of Integrated Compressor Package |
| General | <p>The Purchaser is: Godavari Gas Private Limited</p> <p>The consignee details and Delivery Location (For Indian Bidders) for the goods will be at East / West Godavari Districts.</p> |
| B. TENDER DOCUMENT | |
| 8.1 | <p>For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: Ramesh Naik A, CM (C&P)</p> <p>Street Address:</p> <p>Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park , Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India</p> <p>Email: rameshna@gail.co.in /jayasree.d@apgdc.com /kavya.gorle@apgdc.in</p> |
| C. PREPARATION OF BID | |
| 11.1.1 | <p>The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers):</p> <p><u>Integrity Pact</u></p> |
| 12 | <p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:</p> <hr/> <hr/> |
| 12.1.2 | <p>Whether Indian Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price</p> |

| | | | |
|-------------|---|--|----------------------|
| | | YES | <input type="text"/> |
| | | NO | <input type="text"/> |
| 12.2.2 | The Third Party Inspection shall be applicable only if there is a specific mentioning of such Inspection provisions in SCC of Tender Document. | | |
| 12.3 | Transit/marine Insurance shall be arranged by :- SUPPLIER | | |
| | GGPL | X | |
| | SUPPLIER | ✓ | |
| 12.5 | Delivery basis shall be | | |
| | Indian Bidder: | | |
| | FOT Site, East / West Godavari, Andhra Pradesh | ✓ | |
| | EX-WORKS,(Bidder to indication location) | X | |
| | Foreign Bidder: | | |
| | CIF,[Sea port] | ✓ | |
| | FOB,(Bidder to indicate Port/location) | X | |
| 13.1.7 | Details of Buyer: | | |
| | Consignee | Godavari Gas Private Limited Registered office: #85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry East Godavari - 533107 A.P. INDIA. | |
| | GST No. | 37AAGCG5701K1ZI | |
| | PAN No. | AAGCG5701K | |
| 15 | The bid validity period shall be 4 months from final 'Bid Due Date'. | | |
| 16.1 | In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft', the same should be favor of GGPL Limited , payable at Rajahmundry | | |
| 16.9 & 38.5 | GGPL's Bank a/c details: Bank: : Canara Bank, | | |

| | |
|--|---|
| | <p>Branch: IF branch, Hyderabad Account No: 2423201000324 IFSC CODE: CNRB0002423</p> <p>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.</p> |
| D. SUBMISSION AND OPENING OF BIDS | |
| 18 | Original of the Bid to be submitted |
| 22 | The E-Tender No. of this bidding process is: <u>NA</u> |
| 22.2 and 4.0 of IFB | <p>For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Purchaser’s address is :</p> <p>A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park , Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India</p> |
| 26 | <p>The bid opening shall take place at: Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park , Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India Date: 01.02.2020 Time: <u>15:00 hrs IST</u></p> |
| E. EVALUATION, AND COMPARISON OF BIDS | |
| 32 | Evaluation Methodology is mentioned in Section-II. |
| F. AWARD OF CONTRACT | |
| 37 | <p>The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-</p> <p>A. Ramesh Naik, CM (C&P)</p> |

| | | | | | |
|-------------------------------------|---|------------|---|----------------|---|
| 38 | <p>Contract Performance Security (CPS)/ Security Deposit</p> <table border="1"> <tr> <td>APPLICABLE</td><td>✓</td></tr> <tr> <td>NOT APPLICABLE</td><td>×</td></tr> </table> <p>If applicable, the value/ amount of Contract Performance Security/ Security Deposit</p> <p>(i) <i>Procurement of Goods: SD/CPBG @ 10% of Order/ Contract Value within 30 days of FOA/ notification of award</i></p> <p>Order value as mentioned above will be exclusive of GST.</p> | APPLICABLE | ✓ | NOT APPLICABLE | × |
| APPLICABLE | ✓ | | | | |
| NOT APPLICABLE | × | | | | |
| 40 | <p>Whether tendered item is non-split able or not-divisible :</p> <table border="1"> <tr> <td>YES</td><td>✓</td></tr> <tr> <td>NO</td><td>×</td></tr> </table> | YES | ✓ | NO | × |
| YES | ✓ | | | | |
| NO | × | | | | |
| 50 | VOID | | | | |
| 51 | <p>Applicability of provisions relating to Startups:</p> <table border="1"> <tr> <td>APPLICABLE</td><td>×</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table> | APPLICABLE | × | NOT APPLICABLE | ✓ |
| APPLICABLE | × | | | | |
| NOT APPLICABLE | ✓ | | | | |
| 6.1 of Annexure-V (B) to ITB | <p>The Port Consignee details shall be as under:-</p> <p>Port Consignee (in case of foreign bidder): Shall be intimated at the time of Despatch clearance</p> | | | | |
| 6.2 of Annexure-V (B) to ITB | <p>GGPL Banker's Details:</p> <p>Bank: : Canara Bank, Branch: IF branch, Hyderabad Account No: 2423201000324 IFSC CODE: CNRB0002423</p> | | | | |

| | | | | | |
|----------------------------|---|------------|---|----------------|---|
| SCC | MODE OF SHIPMENT: <table border="1" data-bbox="443 321 1101 468"> <tr> <td>SEA</td><td>✓</td></tr> <tr> <td>AIR</td><td>×</td></tr> </table> | SEA | ✓ | AIR | × |
| SEA | ✓ | | | | |
| AIR | × | | | | |
| Clause no.38 of GCC | Fall Clause <table border="1" data-bbox="443 604 1101 751"> <tr> <td>APPLICABLE</td><td>×</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table> | APPLICABLE | × | NOT APPLICABLE | ✓ |
| APPLICABLE | × | | | | |
| NOT APPLICABLE | ✓ | | | | |
| Clause no.26 of GCC | Price Reduction Schedule for Delayed delivery The following provision is added in the referred clause of GCC: “In a supply contract, 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 @½ % of the delayed delivery value maximum upto 5% of the total order value.” The value referred in PRS Clause is excluding taxes and duties. For PRS purpose the date of delivery at FOT site | | | | |

(A) **PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS**

1.0 General

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.

- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.
 - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
 - c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

- 3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.
- 3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.
- 3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

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

PURCHASER: Godavari Gas Private Limited

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs Gross Wt.....Kgs.

Dimensions..... X..... X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

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

4.3 Specific marking with paint for ‘SLINGING and ‘CENTRE OF GRAVITY’ should be provided for all heavy lifts weighing 5 Tons and above.

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

5.0 Shipment

5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.2 Despatch by Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter’s Challan Number, destination of lorry (if transshipment is involved), Transporter’s Agent at destination, if any, etc. and intimate same to GGPL/PMC EIC (respective Project Site).

5.3 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks.
Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of GGPL/PMC.

5.3.2 As “SMALLS”

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as “smalls”.

Seller should obtain from the Railway, the particulars of wagon in which the “Smalls” have been loaded, station at which sealed, train Number and date/time of movement and transmit the same

to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a “wagon load” by volume should be despatched as “wagon load” paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform GGPL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to GGPL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, GGPL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, GGPL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

(B) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. 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 and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.

- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments 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.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. 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. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2. MARKING

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

PURCHASER: GGPL LIMITED.

PROJECT/JOB:

DESTINATION:

Purchase Order No.....

Net Wt.Kgs. Gross Wt. Kgs

DimensionsXXCM

Package No. (S. No. of total packages)

Seller's Name

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT

3.1. BY SEA

All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

3.4. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Indirect Taxes and Customs, Free Period for import consignments at AIR & SEA CARGO is only 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

All foreign Suppliers are required to mention Standard unit of measurement and Commercial unit of measuring i.e. for all import packing list/Invoice the UoM shall be invariably in both unit.

4.4. BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser/PMC at clause 6.1 below, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. ADDRESSES

6.1 Consignees:

A. Project/Work center Consignee:
[refer BDS for Consignee Details]

B. Consignee (for sea port/ airport of entry):
[refer BDS for port Consignee Details]

6.2. Bankers:
[refer BDS for Bankers details]

7. SHORT SHIPMENTS

7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any

item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

(C) SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

Annexure-VI

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 has forwarded policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 **Eligibility:** Manufacturers/ Suppliers / service providers (as the case may be) having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Purchase Preference linked with Local Content

3.0 Definition:

- (i) **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- (ii) **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- (iii) **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- (v) **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- (vi) **Purchase preference** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
- (vii) **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- (viii) **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country
- (ix) **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services

by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

- (x) **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- (xi) **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- (xii) **Indian Company** means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
- (xiii) **Foreign company** means any company or body corporate incorporated outside India which—
(a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- (xiv) Target of local content for availing Purchase Preference for the tendered item in percentage is mentioned below: **25%**

4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) **Goods:**

If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria).

However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) **Services/EPC Contracts (others):**

If the tender cannot be split (as specified in BDS) the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to

matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

In case tender for services/ EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

Note:

- (i) ***Refer BDS (Bidding Data Sheet) of ITB (Institutions to Bidders) regarding splitability of the tender***
- (ii) ***** If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.***
- (iii) ***Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders***

- 5) **Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost: direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- b) The criteria for determination of the local Content cost in the goods shall be as follows:
 - i) In the case of direct component (material), based on country of origin;
 - ii) In the case of manpower, based on INR component; and
 - iii) In the case of working facility, based on the country of origin
- c) The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

5.2 **LC of Services**

- a) LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
- i) Cost of component (material) which is used,
 - ii) Manpower and consultant cost; cost of working equipment/facility; and
 - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-
- i) In the case of material being used to help the provision of service, based on country of origin ;
 - ii) In the case of manpower and consultant based on INR component of the services contract;
 - iii) In the case of working equipment/facility, based on country of origin, and
 - iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
 - v) Indian flag vessels in operation as on date.

5.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

5.4 **LC of EPC contracts (others):**

- a) LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- b) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

LC shall be calculated on the basis of verifiable data. In case of data used in the calculation of LC being not verifiable, the value of LC of the said component should be treated as Nil.

5.5 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content.

These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on itemwise level.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

6) Certification and verification

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-

6.1 At bidding stage:-

a) Price Break-up

- The bidder shall provide only percentage of the local content in price bids.
- Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)

b) The bidder shall submit an undertaking [Form -2 (Rev.1)] from the authorized signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3 (Rev.-2)] (attached) submitted by the bidder shall be supported by 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 other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.-2) (attached), the bidder is required to submit Form -4 and Form-5 (Rev. 1) (attached) to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

6.2 After Contract Award:-

- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 10 Crore, the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and signed by authorized signatory of bidder having the Power of Attorney.
- b) The verification of the procurement of goods, service or EPC contracts in cases of procurement for a value in excess of Rs. 10 crores, the Undertaking submitted by the supplier/contractor shall be supported by 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 other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

- 6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of GGPL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 6.4 The Local Content certificate shall be submitted along with each invoice raised. However the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 6.5 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting Tender Document / RFQ shall be considered for the calculation of Local Content.
- 6.6 GGPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

7) Sanctions

- 7.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which GGPL shall impose

sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

- 7.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the 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"
- 7.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 7.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.
- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 and its amendments as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1st note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

FORM-1

UNDERTAKING FOR APPLICABILITY OF POLICY

To,

M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

| Description | Preference |
|---|--------------------------|
| Purchase Preference (linked with local content) or | <input type="checkbox"/> |
| Purchase Preference under Public Procurement Policy for MSE | <input type="checkbox"/> |

Notes:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

FORM-2 [Rev.1]

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

To,

M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.
SUB:

TENDER NO:

Dear Sir

1. We, M/s_____ (*Name of Bidder*) undertake that we meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
2. We, M/s_____ (*Name of Bidder*) undertake that M/s._____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

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

Note:

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per sl. no. 1 and strike out sl. no. 2 above.
- (ii) In case bidder is not manufacturer, then the bidder has to submit undertaking as per sl. no. 2 and strike out sl. no. 1 above.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

FORM-3 (Rev.2)

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE
COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST
ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF
OTHER THAN COMPANIES)
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:
TENDER NO:

Dear Sir

1. “We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of the bidder*) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”
2. “We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (*Name of the bidder*) hereby certify that M/s. _____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

- (i) In case bidder is a manufacturer, then undertaking from statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant is to be submitted as per sl. no. 1 and sl. no. 2 to be stroked through above.
- (ii) In case bidder is a supplier quoting on behalf of manufacturer, then undertaking from statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant is to be submitted as per sl. no. 2 and sl. no. 1 to be stroked through above.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Manufacturer]

Date: Name:

Designation:

Seal:

Note :

1. In case the bidder is a supplier and not a manufacturer, the above undertaking is to be submitted by the manufacturer to the bidder on their letter head.
2. Authorized Signatory of Manufacturer will be director or Company secretary.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

FORM-5 (Rev. 1)

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE
COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST
ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF
OTHER THAN COMPANIES) OF MANUFACTURER TOWARDS MANDATORY
MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. _____ (*Name of Manufacturer*) hereby certify that M/s. _____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified in tender document quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.

2. The above format is indicative, the statutory auditor can modify the format without changing the intent of certification.

Annexure – III

FORMS & FORMAT

LIST OF FORMS & FORMAT

| Form No. | Description |
|-----------------|---|
| F-1 | BIDDER'S GENERAL INFORMATION |
| F-2 | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY" |
| F-3 | LETTER OF AUTHORITY |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5A | AGREED TERMS & CONDITIONS FOR INDIAN BIDDER |
| F-5B | AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER |
| F-6 | ACKNOWLEDGEMENT CUM CONSENT LETTER |
| F-7 | BIDDER'S EXPERIENCE |
| F-8 | CHECK LIST |
| F-9 | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE |
| F-10 | FORMAT FOR CHARTERED ACCOUNTANT/CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-11 | BIDDER'S QUERIES FOR PRE BID MEETING |
| F-12 | E-BANKING MANDATE FORM |
| F-13 | INTEGRITY PACT |
| F-14 | PROFORMA OF DETAILS OF INDIAN AGENT |
| F-15 | FREQUENTLY ASKED QUESTIONS (FAQs) |
| F-16A | CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT / NO BUSINESS CONNECTION IN INDIA |
| F-16B | PROFORMA FORM 10F |



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

TENDER NO:

| | | |
|---|--|--|
| 1 | Bidder Name: | M/s..... |
| 2 | Status of Firm (Indian Bidder only) | Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3 | Name of Proprietor/ Partners/ Directors of the firm/company | 1. 2. 3. |
| 4 | Number of Years in Operation | |
| 5 | Address of Registered Office In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm. | _____ City: _____ District: _____ State: _____ PIN/ZIP : _____ |
| 6 | 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. <i>(For Indian Bidder: In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).</i> | City: District: State: PIN/ZIP: GST No.: |
| 8 | Telephone Number & Contact Information of address where order is to be placed | _____ (Country Code) (Area Code) (Telephone Number) FAX No. : e-mail ID: |
| 9 | Website | |
| 10 | ISO Certification, if any {If yes, please furnish details} | |
| 11 | Banker's Name | |
| 12 | Branch | |
| 13 | Branch Code | |
| 14 | Bank Account Number | |
| 15 | PAN No | |
| 16 | GST No. (Indian Bidder only) (refer sl. no. 4B above) | [Enclose copy of GST Certificate] |
| 17 | Whether Micro or Small Enterprise (Indian Bidder only) | Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40) |
| | 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) |
| | Whether MSE is owned by Women | Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40) |



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| | | |
|----|---|--|
| 18 | Type of Entity (Indian Bidder only) | Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same). |
| 19 | Whether Bidder is Startups or not (Indian Bidder only) | Not applicable |
| | In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores. | Not applicable |

** **For Indian Bidder:** GGPL intent to place the order/contract directly on the address from where Goods are produced/dispatched are 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 address on which order is to be placed.*

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:
TENDER 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) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by GGPL., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GGPL, 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.



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In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

**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. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the 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.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-3
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Godavari Gas Private Limited

Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending 'Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' 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: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GGPL.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-4

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

To,
M/s GODAVARI GAS PRIVATE LIMITED
Address: #85-06-23/2, 2ND FLOOR,
MORAMPUDI JUNCTION,
RAJAHMUNDRY, EAST GODAVARI - 533107
A.NDHRA PRADESH, INDIA.

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 _____ (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 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 GGPL, 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 _____ 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 GGPL 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 but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor 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 bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor 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. _____ (contractor) 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 and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor'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 courts at Visakhapatnam.

TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor 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 guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING

"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 Visakhapatnam.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-5A

AGREED TERMS & CONDITIONS FOR INDIAN BIDDER

To,

To,

M/s Godavari Gas Private Limited

Registered office: #85-06-23/2, Morampudi Junction,

Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:

TENDER NO:

This Questionnaire 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.

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------------|
| 1 | Bidder's name and address | Bidder's name : Address: |
| 2. | Bidder confirms the currency of quoted prices. | |
| 3. | Bidder confirms quoted prices will remain firm and fixed till complete execution of the order. | |
| 4. | i) Bidder confirms quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Bidder confirms that firm freight charges upto site are quoted in Price Schedule. | |
| 5 | Bidder specify the Dispatch Point as:----- | |
| 6. | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document. | |
| 7. | Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document. | |
| 8. | Bidder confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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 | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|---------------------------------------|
| | separately on its letterhead. | |
| 9. | Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document. Bidder Confirms Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA). | |
| 10. | (i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause). | |
| 11. | 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. | |
| 12. | Bidder confirms that their offer is valid for 4 months from Final/Extended Due Date of opening of Techno-commercial Bids. | |
| 13. | Bidder furnishes EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity | |
| 14. | Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS). | |
| 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 Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GGPL or their relative is not a partner. | |
| 16. | Bidder confirms that all correspondence must be in ENGLISH language only. | |
| 17. | Bidder confirms that Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids. | |
| 18. | Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |
| 19. | Bidder confirms that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.10 of ITB. | |
| 20. | Rate of applicable GST (CGST & SGST/ UTGST or IGST) | CGST: % Plus SGST/UTGST..... |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|--|
| | | % Total:% Or IGST:..... % |
| 21. | Harmonized System Nomenclature (HSN) of Supply items: Service Accounting Codes (SAC) of Incidental Services (if any, refer Price Schedule): | |
| 22. | Bidder confirms that any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder. | |
| 23 | Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule | |
| 24 | Bidder confirms that 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 bidder shall be to bidder's account | |
| 25 | Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order. | |
| 26 | 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. | |
| 27 | 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 rejected. | |
| 28 | If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|--------------------------|
| | <p>against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"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."</p> | |
| 29 | <p>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.</p> <p>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.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GGPL by them.</p> | |
| 31 | <p>Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that</p> | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|--------------------------|
| | the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection. | |
| 32 | <p>Import Content: If bidder's offer is based on certain imported raw materials required for equipment / materials offered, bidder specify the following:</p> <p>(a) Bidder confirms that quoted prices are based on Merit rate of customs duty, applicable Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, in such case, bidder indicates Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Bidder indicates Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Bidder indicates brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order).</p> <p>(e) Bidder indicates classification with tariff no. under which Vendor intends to import.</p> <p>(f) Bidder confirms that prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Bidder confirms that quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the Bidder. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the</p> | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|--------------------------|
| | <p>rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p> | |
| 33 | 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. | |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-5B
AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:
TENDER NO:

This Questionnaire 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.

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------------|
| 1. | Bidder's name and address | Bidder's name : Address: |
| 2. | Bidder confirms the currency of quoted prices. | |
| 3. | Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order. | |
| 4. | Bidder Indicate international Seaport of Exit as:----- | |
| 5. | Bidder confirms that they have quoted prices CIF basis | |
| 6. | <p>i) Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.</p> <p>ii) Bidder confirms that that Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with Contract Performance Security.</p> <p>iii) Bidder confirms that Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed.</p> <p style="text-align: center;">OR</p> <p>However, if bidder still insist for confirmed L/C, confirmation charges shall be borne bidder, confirm.</p> | |
| 7. | Bidder Confirms that Contract Performance Security/ | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION | |
|-----|---|--------------------------|--|
| | Security Deposit (CPS) will be furnished as per Bid Document. | | |
| 8. | Bidder Confirms that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores/Equivalent USD and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. | | |
| 9. | Bidder Confirms compliance to Delivery/ Completion Period as specified in Bid Document. Bidder Confirms Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA). | | |
| 10. | a) Bidder Confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause). | | |
| 11. | 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. | | |
| 12. | Bidder Confirms that their offer is valid for period specified in BDS from Final/Extended Due Date of opening of Techno-commercial Bids. | | |
| 13. | Bidder furnishes EMD/Bid Security details : d) EMD/ Bid Security No. & date e) Value f) Validity | | |
| 14. | Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS). | | |
| 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 Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ GGPL or their relative is not a partner. | Confirmed | |
| | | Not confirmed | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|--------------------------|
| 16. | Bidder confirms that all correspondence must be in ENGLISH language only. | |
| 17. | Bidder confirms that Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids. | |
| 18. | Bidder confirms that all Bank charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by bidder. All bank charges and stamp duties payable in India shall be borne by the Purchaser. | |
| 19. | Bidder confirms that Export permit/License if required shall be bidder's responsibility and any expenditure towards the same shall be borne by the bidder. | |
| 20. | Bidder confirms that Prices quoted must exclude marine insurance from FOB international port of exit. However, all transit insurance charges upto FOB International port of exit must be included by vendor in quoted prices. | |
| 21. | Bidder Indicates Country of origin of offered goods as:-----. | |
| 22. | Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise & final Inspection by Owner / Owner's Authorized representative and prices quoted are considering the above. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative. | |
| 23. | 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. | |
| 24. | Bidder confirms that Direct offer without intermediary of an Indian Agent is submitted. | |
| 25. | a) In case bidder envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However, if Indian Agent are involved, the bidder shall provide reason/justification. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|------------|--|----------------------------------|
| | <p>commission, if any, from the quoted prices.</p> <p>b) Indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer.</p> <p>c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by GGPL. Confirm acceptance.</p> | |
| 26. | <p><u>No Deviation Confirmation:</u></p> <p>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 rejected.</p> | |
| 27. | <p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"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."</p> | |

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|------------|--|---|
| 28. | <p>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.</p> <p>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.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of GGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GGPL by them.</p> | |
| 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. | Bidder confirms that the contents of this Tender Document have not been modified or altered by them. 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. | |
| 31. | Bidder Confirms to bear the Withholding Tax (WHT) as per the provision of Income Tax Act 1961 (please refer clause no.48 of ITB). | |
| 32. | Rate of applicable GST (CGST & SGST/ UTGST or IGST) on services in case bidder is having the permanent establishment/ tax residency in India as per the provision of Income Tax Act 1961 | <p>CGST: %</p> <p>Plus SGST/UTGST..... %</p> <p>Total:%</p> |



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|--------------------------|
| | | Or IGST:..... % |
| 33. | 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. | |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

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
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:
TENDER NO:

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 :



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-7

BIDDER'S EXPERIENCE

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 A.P. INDIA.

SUB:
TENDER NO:

| Sl. No | Description of the Supply/ Services | PO/ Contr-act No. and date | Full Address & phone nos. of Client. | Postal & nos. of | Value of Contract/ Order (<i>Specify Currency Amount</i>) | Date of Commence ment | 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:

F-8
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:

| S. 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 | Bid Security as per provisions of Tender | | |
| iii | Signed and stamped original copy of Tender Document along with drawings and addendum (if any) | | |
| iv | Power of Attorney in the name of person signing the bid. | | |
| v | Details and documentary proof required against BEC Criteria of Tender Document. | | |
| vi | Confirm submission of documents alongwith unpriced bid as per tender requirement. | | |
| 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 submitted with Tender Document/ uploaded in case of e-bid. | | |
| 4.0 | Confirm that annual reports for last three financial years & duly filled in Form -10 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). | | |
| 5.0 | Confirm that Undertaking as per Form 1 has been submitted (applicable for MSE and PP-LC bidder). | | |
| 6.0 | Confirm that Undertaking as per Form 2 (Rev.1) and statutory auditor certificate as per Form 3 (Rev.2) have been submitted (applicable for PP-LC bidder). In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (Rev.1) and Form-3 (Rev.2), the bidder is required to submit Form -4 and Form-5 (Rev.1) to be signed by the manufacturer and the statutory auditor of that | | |



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

| | | | |
|--|----------------------------|--|--|
| | manufacturer respectively. | | |
|--|----------------------------|--|--|

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name: & Designation:

Seal:



TENDER NO: GGPL/KKD/C&P/PR 2044/2019-20/11

F-9
FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT

(To be provided on Bank's letter head)

Date:

To,
M/s Godavari Gas Private Limited
Registered office: #85-06-23/2, Morampudi Junction,
Rajahmundry East Godavari - 533107 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 RFQ/Tender no.
..... dated for
.....(Name of the supply/work/services/consultancy) and as per
the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming
the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms
availability of line of credit to M/s (name of the bidder) for at least an
amount of Rs./USD _____

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

**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. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

| Year | Amount (Currency) |
|---------|-------------------|
| Year 1: | |
| Year 2: | |
| Year 3: | |

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

| Description | Year ____ |
|--------------|-------------------|
| | Amount (Currency) |
| 1. Net Worth | |

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

| Description | Year ____ |
|---|-------------------|
| | Amount (Currency) |
| 1. Current Assets | |
| 2. Current Liabilities | |
| 3. Working Capital (Current Assets-Current liabilities) | |

****Refer Instructions***

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

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 “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
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
Sub :
Tender No :

| 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

E-Banking Mandate Form

(To be issued on vendors letter head)

(Applicable for Indian Bidder only)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize GGPL Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GGPL Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

INTRODUCTION:

GGPL 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 (GGPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by GGPL with Transparency International India.

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 attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

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 would be banned from the GGPL business in future as per Section 3.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. Further, GGPL would forfeit the security deposits/ Contract Performance Bank Guarantee.
- c) In case it is found that the Counterparty has made any frivolous, untrue and misleading allegations against GGPL or its associates, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty and may also impose exemplary cost for the same

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (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 will appoint Independent External Monitor (s) (in consultation with Central Vigilance Commission) 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 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 till the validity of Integrity Pact:
 - 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 till the validity of Integrity Pact.
 - 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/document 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.
 - v) The bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the bidder (s)/ contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
2. The Bidder/ Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3. The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
4. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal.
5. In case of any allegation of violation of any provision (s) of this pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the book of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
6. The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of contract.
7. The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**Section 3 – Disqualification from tender process and exclusion
from future contracts**

1. If it is found that the Bidder / Contractor or any one employed by it 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 disqualify such Bidder / Contractor from the tender including banning such Bidder / Contractor from entering into any GGPL's future contract/ tender processes **for a period specified in GGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"** and also to terminate the contract, if already signed, on that ground as per provision of GGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices". Further, the period of banning shall be as per GGPL's policy and the decision of the Principal in this regard will be final and binding on the Bidder/ Contractor.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that there is a transgression of the provisions of the Pact.
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. Principal is entitled to recover all sums paid by Bidder/ contractor to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of credit has to be established in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

Principal is entitled to forfeit the Performance Bond clearly assigning reason in case Bidder/ Contractor violates this Pact.

Section 4 – Forfeiture of EMD / Security Deposits

1. If due to transgression as per the provisions of the Pact, the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, the Principal is entitled to forfeit earnest money deposit / bid security money. In addition to this, such Bidder/Contractor shall also be banned from the future business with Principal with consequential actions as per provisions of GGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression has occurred during the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any other Public Sector Enterprise / Undertaking or any Government Department in India that could justify Bidder's 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 and other actions can be taken by GGPL as per GGPL's "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

In case of any transgression in the last three years from the date of signing of Integrity Pact, Bidder to provide the details of same in their bid.

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 of an offence as defined in Chapter IX of the Indian Penal Code 1860 or prevention of corruption Act 1988 and amendments thereof or any other enacted statute for prevention of corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to 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 and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ 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 obligation to 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 Pact 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 6 to 8 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. Remuneration payable to Monitor (s) shall be borne by 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.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and 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 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive 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.



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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.
5. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceeding.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----



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F-14
PROFORMA FOR DETAILS OF INDIAN AGENT

To,
M/s GODAVARI GAS PRIVATE LIMITED

TENDER NO:

Dear Sir,

Following are the details of Indian agent/ consultant/representative:

| S. No | Description | Bidder's response |
|-------|--|-------------------|
| 1. | Name & address of agent / consultant / representative in India. | |
| 2. | The precise relationship between the bidder and their agent/consultant/representative in India. | |
| 3. | The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other. | |
| 4. | Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee. | |
| 5. | Permanent Income Tax Account number of Agent / Consultant / Representative in India. | |
| 6. | Permanent Income Tax account of bidder in his country and also in India, if applicable | |
| 7. | All services to be rendered by the Agent / Consultant / Representative. | |
| 8. | Bidder to confirm copy of agreement with their Indian Agent is enclosed in unpriced bid. | |

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.

F-15**FREQUENTLY ASKED QUESTIONS (FAQs)**

| SL.NO. | QUESTION | ANSWER |
|---------------|---|--|
| 1.0 | Can any Bidder quote for subject Tender? | Yes. A Bidder 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 bidder submit more than 1 offer? | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document. |
| 6.0 | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document. |

All the terms and conditions of Tender remain unaltered.

F-16A

FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA

We, the beneficiary, hereby confirm as follows:

1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income ("Treaty") and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31 March, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Note: Above declaration is not applicable for countries with companies located in countries or specified territories with which India does not have DTAA)



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FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS CONNECTION IN INDIA

This is to certify that.....(Name of the entity) a company in(Country) having its registered office at (Address of company)

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-16B

[For entities Located in Country or specified territories with which India has DTAA]
(This Form contains Form 10F as per Indian Income Tax Act, 1961)

FORM 10F

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I _____ *son/daughter of Mr. _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/in the case of _____ for the purposes of sub-section (5) of * section 90/section 90A:—

| Sl.No. | Nature of information | : | Details# |
|--------|--|---|----------|
| (i) | Status (individual, company, firm etc.) of the assessee | : | |
| (ii) | Permanent Account Number (PAN) of the assessee if allotted | : | |
| (iii) | Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others) | : | |
| (iv) | Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident | : | |
| (v) | Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable | : | |
| (vi) | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable | : | |



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2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India)

Signature: _____

Name: _____

Address: _____

Permanent Account Number (If allotted): _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. Copy of supporting documents to be provided for the details mentioned.
2. *Delete whichever is not applicable.
3. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



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[For entities Located in Country or specified territories with which India does not have DTAA]

Declaration Form

I _____ *son/daughter of Mr. _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/in the case of _____:—

| Sl.No. | Nature of information | : | Details# |
|--------|--|---|----------|
| (i) | Status (individual, company, firm etc.) of the assessee | : | |
| (ii) | Permanent Account Number (PAN) of the assessee if allotted | : | |
| (iii) | Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others) | : | |
| (iv) | Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident | : | |
| (v) | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (iv) above, is applicable | : | |

Signature: _____

Name: _____

Address: _____

Permanent Account Number (If allotted): _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. Copy of supporting documents to be provided for the details mentioned.
2. *Delete whichever is not applicable.

ANNEXURE – IV

SECTION – III D of SCC REVISED PAYMENT TERMS AND MODE OF PAYMENT

TERMS OF PAYMENT

The following shall be read in conjunction with the relevant clauses of GCC (Goods/Works)

1.1 FOR SUPPLIES

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document.

1.1.1 For Indian Bidders

- A) 85% of supply value including string test as applicable will be paid progressively by Owner within 30 days against receipt of material/ equipment at site & submission of the following documents:-
- i) Invoice in triplicate (Invoice shall enable owner to claim credit of GST as applicable. Invoice also to indicate all taxes and duties separately.)
 - ii) Inspection Release note issued by inspection agency appointed by Owner.
 - iii) GR/ LR
 - iv) Packing List
 - v) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - vi) Final technical file as per Technical Specifications/ Material Requisition including all test certificates, if applicable
 - vii) A copy of legal Indemnity bond for the value of delivered items
 - viii) Copy of Performance Bank Guarantee(s) of 10% of Contract Value as already submitted by supplier.
 - ix) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract
- B) 5% payment: On completion of Installation, erection, alignment & commissioning of Integrated compressor package units and against submission of invoice along with CAR policy (Contractor's All Risk Policy) /EAR policy (Erection All Risk Insurance Policy) valid till commissioning, completion of PG tests and final acceptance by owner. However, if, commissioning could not be completed within 120 days after supply due to non availability of site in all respects /gas, payment against erection and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to initially remain valid for a period of 1 year after completion of 120 days; ie; 16 months from the date of FOT site (actual) basis & validity of this BG shall be extended if required, upto a further period of 15 months (over and above initial validity of BG).

- C) 10% payment: On Testing and completion of PG test of integrated compressor package unit, all other works & final acceptance by the owner and submission following additional document: -
- Acceptance certificate
 - Clearance from ESIC, PF and labour authority, if applicable
 - Work completion certificate
 - No claim certificate

However, if the PG test is not successful (as per guaranteed parameters defined in the tender), the provision of clause no. 7.2.2 and 7.4 pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION (Vol.-II) shall apply. In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

1.1.2 For Foreign Bidders

- A) 85% of supply value (FOB Seaport) including string test as applicable through Letter of Credit against receipt of material at destination site by Owner and on receipt of the following: -
- i) Invoice in triplicate
 - ii) Inspection Release note issued by inspection agency appointed by Owner.
 - iii) Clean Bill of Lading.
 - iv) Packing List
 - v) Country of origin certificate.
 - vi) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - vii) Bill of Entry.
 - viii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates.
 - ix) A copy of Indemnity bond for the total price of delivered items, as already submitted
 - x) Copy of Performance Bank Guarantee of 10% of Contract Value, as already submitted.
 - xi) In case of delay in supply as on the date of receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract taking into account delay till date.
- B) 5% payment: On completion of Installation, erection, alignment & commissioning of integrated compressor package unit & against submission of invoice along with car policy valid till commissioning, completion of PG tests and final acceptance by owner. However, if, commissioning could not completed within 120 days after supply due to non availability of site in all respects/gas, payment against erection and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to initially remain valid for a period of 1 year after completion of 120 days; ie; 16 months from the date of FOT site (actual) & shall be extended further, if required.

- C) 10% payment: On testing and successful completion of PG test of integrated compressor package unit, all other works & final acceptance by the owner and submission of following additional document: -

- Acceptance certificate
- Clearance from ESIC, PF and labour authority, if applicable
- Work completion certificate
- No claim certificate

However, if the PG test is not successful (as per guaranteed parameters defined in the tender), the provision of clause no. 7 pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION shall apply.

In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

- 1.1.3 In case the Testing and PG/Field Performance Test could not be executed within 120 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner.

OR

Commissioning could not be completed within 120 days from the date of delivery of material at site due to reasons directly attributable to the owner; the balance 10% of supply value as per

1.1.1 (C) or 1.1.2 (C) shall be released after deduction against PRS clause if any and on submission of Bank Guarantee of equivalent amount which shall initially remain valid for a period of 1 year after completion of 120 days i.e. 16 months from the date of receipt of material on FOT site (actual) basis. Validity of this BG shall be extended, if required up to a further period of 15 months (over & above initial validity of BG);

1.2 Erection, Testing, commissioning & field performance etc.

100 % Payment on erection, testing of individual items and **successful field performance test** of the machine, completion of all works and on final acceptance by owner. In case of delay in erection and commissioning, the invoice value shall be to take care of PRS clause. In case the Testing and PG/Field Performance Test could not be executed within 120 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner, the payment shall be released on submission of Bank Guarantee of equivalent amount which shall initially remain valid for a period of 1 year after completion of 120 days i.e. 16 months from the date of receipt of material on FOT site (actual) basis. Validity of this BG shall be extended, if required up to a further period of 15 months (over & above initial validity of BG).

1.3 Annual Maintenance Service charges

- 1.3.1 Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.
- 1.3.2 The date of commercial operation as intimated by client will be considered as date of start of the annual maintenance contract. However, bidder shall be paid only 50% of O&M charge for operation and maintenance of the Integrated compressor package from the date of commercial operation upto the date of performance test **as part payment against O&M** till the capacity and other guaranteed parameters of the package is established through PG test. The balance 50% of O&M charge (from the date of commercial operation upto the date of PG test) shall be released to the bidder subsequent to successful PG test (ie, after establishing all the guaranteed parameters as per tender). **Further, in case the PT is not successful, the balance 50% shall be forfeited in addition to provision of relevant clauses pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION.**

General Notes

- i) Invoice shall be raised on the basis of not less than one fortnight interval.
- ii) Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
- iii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to vendor's accounts.
- v) The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalise the customs assessment by furnishing the necessary technical information etc. to the said authorities.
- vi) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vii) No interest charges for delay in payments, if any, shall be payable by Owner.
- viii) In case of Indian bidder (Contractor), statutory 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 Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary documentary evidence in support of statutory variation shall be submitted along with claim/ invoice.

2. MODE OF PAYMENT

2.1. Indian bidders:

2.1.1. Payment will be released through E-payment or cheque as detailed in ITB clause 19.

2.2. Foreign bidders:

2.2.1. Through an irrevocable Letter of Credit (L/C) for 100% of total order value less Indian Agent's Commission / Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

2.3 Within 45 days after award of order, the Bidder shall furnish a detailed "Billing schedule" separately under different heads for Owner's approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their shipment/ dispatch schedule.

3. 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.

4.0 PAYING AUTHORITY:

Chief Financial Officer
M/s Godavari Gas Private Limited
Rajamahendravaram – 533103 Andhra Pradesh

ANNEXURE – V

SECTION – VII of Tender document

SCHEDULE OF RATES FOR FOREIGN BIDDERS & CALCULATION OF LOCAL CONTENT

SCHEDULE OF RATES (FOREIGN BIDDERS)

Supply, Installation, Testing, Commissioning, Operation and Comprehensive Maintenance of 400 SCHM motor driven Reciprocating CNG Integrated compressor package consisting of Compressor, Storage & Dispensing unit.

Country of Origin.....*

Foreign Port of Loading.....*

| Item Sr. No. | Brief Description | Unit | Currency | Qty | Unit Price (please indicate currency) | | | Total Price excluding custom duty | Estimated Shipping Wt. & Vol. of each item | |
|--------------------|---|------|----------|-----|--|---|--|---|---|-------------------|
| | | | | | CIF port of entry | Customs clearing and Forwarding Charges at Port of Entry and Inland Transportation for all the imported items | Total Unit Price excluding custom duty | | Weight in KG | Volume (LxWxH) |
| A | Supply : | | | | | | | | | |
| 1.0 | Design, Engineering, Manufacturing, Shop testing and supply of CNG Electric Motor driven integrated compressor package consisting of Compression, Storage & Dispensing unit with discharge flow capacity of 400 SCMH at the specified condition (as per Technical | nos | | 1 | | | | | | |



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| | | | | | | | | | |
|----------|---|-------------|-----------------|------------|------------------|------------------------------|--|---|--|
| | Specification) complete with drive electric motor, Cooling system, Lubrication system, auxiliary Air Compressor system, Priority panel, Flame proof control panel (Local), and other accessories including erection and commissioning spares including acoustic enclosures. | | | | | | | | |
| | Sub Total of Supply A | | | | | | | | |
| B | Services | Unit | Currency | Qty | Unit Rate | GST @ 18% on column 2 | Unit total charges inclusive of taxes (2) + (3) | Total charges inclusive of taxes (1) x (4) | |
| 2.0 | Erection & Commissioning | | | | | | | | |
| 2.1 | Installation, Erection and Commissioning of the Compressor Packages | nos | | 1 | | | | | |
| 2.2 | Performance Acceptance Test | nos | | 1 | | | | | |
| | Sub Total for Services B | | | | | | | | |

| C. Operation & Comprehensive Maintenance | | | | | | | | |
|---|--|---------------------------|--|----|--|--|--|--|
| 3.0 | Lump sum annual operation & comprehensive maintenance of Compressor Package | | | | | | | |
| 3.1 | Lump sum annual operation & comprehensive maintenance charges for 1st year i.e during warranty period (01 package x 12 months) | Mach ine Mont hs | | 12 | | | | |
| 3.2 | Lump sum annual operation & comprehensive maintenance charges for 2nd year i.e after warranty period (01 package x 12 months) | Mach ine Mont hs | | 12 | | | | |
| 3.3 | Lump sum annual operation & comprehensive maintenance charges for 3rd year i.e after completion of 2nd year (01 package x 12 months) | Mach ine Mont hs | | 12 | | | | |



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| | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| | Sub Total of Operation & Comprehensive maintenance C | | | | | | | |
| | GRAND TOTAL (A + B + C) | | | | | | | |
| | Basis of evaluation and placement of order shall be on lowest FOT Site basis | | | | | | | |



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CALCULATION OF LOCAL CONTENT

Name of Bidder :.....

ITEM : DOMESTIC GAS METERS WITH SMART SYSTEM

COMPATIBILITY BID DOC NO. : MEC/23TS/01/51/S2/SM/SU/0012

| Cost (Domestic components) a | Cost (imported components) b | Cost TotalRs/US\$ c=a+b | % Domestic Components d=ax100/c |
|---------------------------------|---------------------------------|----------------------------|------------------------------------|
| | | | |

Note : In case bidder quotes for more than one item, calculation of local content shall be given separately for each item.-**Not Applicable for this tender.**

The currency quoted by bidder is other than Indian Rupee, exchange rate prevailing on the date of issuance of tender shall be considered for the calculation of Local Content.