

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS



LIMITED DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT

FOR

PROCUREMENT OF UPS AND INVERTERS

(TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS)

BID DOCUMENT FEE	:	Not Applicable
PRE-BID MEETING	:	02.09.2017 at 1430 Hrs. (IST)
DUE DATE & TIME FOR BID SUBMISSION	:	12.09.2017 at 1300 Hrs. (IST)
DUE DATE & TIME FOR BID OPENING:		12.09.2017at 1500 Hrs. (IST)

E-mail- vsrinivasulu@gail.co.in

Website: www.godavarigas.in

SECTION-I

INVITATION FOR BID (IFB)

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: GGPL/KKD/C&P/PR 2006/02/VS

Date: 29.08.2017

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR PROCUREMENT UPS AND INVERTERS

Dear Sir/Madam,

1.0 Godavari Gas Private Limited, the Joint Venture of APGDC LTD and HPCL having Registered Office at D. No. 13-1-51, , 2ND FLOOR, MAIN ROAD, SURYARAO PETA, KAKINADA-533001, Andhra Pradesh, India. (CIN U40300AP2016PTC104159), invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed tender documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY/PROCUREMENT	Procurement of UPS and Inverters
(B)	TENDER NO. & DATE	GGPL/KKD/C&P/ PR 2006/02/VS Date 29.08.2017
(C)	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
(D)	TYPE OF TENDER	MANUAL
(E)	CONTRACTUAL DELIVERY DATE	2 weeks from the date of FOA
(F)	TENDER FEE (Inclusive of GST @18%)	NOT APPLICABLE
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Amount: INR 10,000.00 (Refer clause no.16 of ITB & BDS for details)
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 29.08.2017 (9.00 Hrs, IST) to 12.09.2017 (13:00 Hrs, IST) on following websites: GGPL's Tender Website www.godavarigas.in

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(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 02.09.2017 Time : 14.30 hrs Venue : APGDC OFFICE, KAKINADA
(J)	BID DUE DATE AND TIME	Date : 012.09.2017 Time : 13:00 HRS
(K)	DATE, & TIME OF UN-PRICED BID OPENING	Date : 12.09.2017 Time : 15:00 HRS
(L)	CONTACT DETAILS	Name : V Srinivasulu Designation: DGM(C&P) Phone No. & Extn : Direct No.: 9756603608 e-mail : vsrinivasulu@gail.co.in

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- ~~4.0 In case of e tendering, the following documents in addition to uploading in the bid on GAIL's e Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e Portal by the bidder along with e bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet(BDS):-~~
- ~~i) Demand Draft towards Tender Fee (if applicable)~~
 - ~~ii) EMD/Bid Security (if applicable)~~
 - ~~iii) Power of Attorney~~
 - ~~iv) Integrity Pact (if applicable)~~
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from web sites as mentioned at 2.0 (H) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

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~~8.0 In case of E Tender, bid must be submitted only on <https://etender.gail.co.in>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.~~

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

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.


10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

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

12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited


(Authorized Signatory)
Name : V. Srinivasulu.
Designation : DGM (C&P)
E-mail ID : vsrinivasulu@gail.co.in
Contact No. : 9756603608



DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

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(To be pasted on the envelope containing Bid (in case of Manual Tendering))

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SECTION-II

BID EVALUATION
CRITERIA &
EVALUATION
METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

- A. **Technical Criteria** : NOT APPLICABLE
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- D. **AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC**: NOT APPLICABLE
- E. **EVALUATION METHODOLOGY:**

- (1) 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:
- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods including transit insurance.
- 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**

Note:

- (i) **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- (ii) **In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. 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.**

SECTION-III

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**") shall complete delivery of goods along with 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'.

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 GAIL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL 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 GAIL 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 due date of submission of bid and during the course of finalization of

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the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

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

2.6 Power of Attorney:

- 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 person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(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.

- For Consortium / Joint Venture:

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

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

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3 BID FROM "CONSORTIUM"/"JOINT VENTURE (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)): Not applicable

~~3.1 Bids from consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.~~

~~3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.~~

~~3.3 The Bidder shall submit Power of Attorney (on a non-judicial stamp paper of appropriate value) as per clause no. 2.7 of ITB in PART I of the Bid.~~

~~3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/JV or their respective roles/ scope of supply/work, except with prior written approval of GGPL. If during the evaluation of bids, a Consortium/JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.~~

~~3.5 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on 'Holiday' by GAIL 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 due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/ Award.~~

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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 & TENDER FEE

5.1 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, authentication 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.

5.2 TENDER FEE : Not applicable

~~5.2.1 Tender Fee, if applicable, will be acceptable in the form of ‘crossed payee accounts only’ Bank Drafts/Banker’s Cheque [in favor of GODAVARI GAS PRIVATE LTD payable at place mentioned in BDS]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.~~

~~5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.~~

~~5.4 In the event of a particular bidding process being cancelled, the Tender Fee (excluding GST) will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Purchaser.~~

6 SITE VISIT

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

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

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

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

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify GGPL in writing or by fax or email in the format "F-18" at GGPL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not 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 of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (H) 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 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

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- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the web sites as provided at clause no. 2.0 (H) 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:

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 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.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the bids are invited under the Manual Two Bid System, the Bid prepared by the Bidder shall comprise of the following components sealed in 2 different envelopes:

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

Part-I of the Bid shall be submitted in Envelope - I and shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) 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.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday/Banning, in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'

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- (k) Original Tender Fee (in case of manual tendering)/Copy of Tender Fee (in case of e-Tender), as applicable
- (l) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (m) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (o) Any other information/details required as per Tender Document
- (p) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
- (q) All other forms and Formats including Annexures.
- (r) Integrity Pact as per Form F-20 (if applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
- (t) 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.
- (u) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall be submitted in Envelope –II and 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.

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- 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 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 GAIL's E Portal as follows:-~~

~~11.2.1 **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, Tender Fee (wherever applicable), Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the GAIL'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 & Tender Fee (wherever applicable), 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 Due Date and Time of Bid Submission 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.~~

~~11.2.2 **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 GAIL's E-portal.~~

~~*[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]*~~

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11.3 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 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 it's 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.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (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.
- 12.3 It shall be the Endeavour of the Purchaser to arrange transit insurance (refer BDS for details).For the purpose of arranging transit 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.

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- 12.5 The delivery basis of the goods is mentioned in BDS. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contractor for any other cause, except **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.7 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.
- 12.8 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, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13 TAXES& DUTIES

- 13.1 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.

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 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

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of such 'Government Notification', otherwise such claim may not be entertained.

- 13.3 With respect to clause no. 12.1 (C) and 12.2, 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.
- 13.4 **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 it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 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 (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by GGPL to the Supplier.

- 13.7 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.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GGPL to the government exchequer, then, that Supplier of Goods / Services

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(Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/Suppliers/Contractors/ Consultants.

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

However, in case any unregistered bidder is submitting their bid, there 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.

- 13.10 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.

13.11 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.

- 13.12 **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.**

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by 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 Godavari Gas Private Limited payable at place mentioned in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F 4/ F- 4A (as the case may be) 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 only.

16.2 The EMD is required to protect GGPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

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

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

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

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

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

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- (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"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. **However, Traders/Dealers/Distributors/Stockiest/Wholesaler are not entitled for exemption of EMD.**

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 and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to GGPL in the format "F-18", 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, ~~Govt. and GGPL's e Portal (in case of e-tendering)~~ and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for an amended 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(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

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- (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 E-PAYMENT

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.

[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.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 ~~In case of e tender, the Bid must be uploaded on GAIL'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.

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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 GAIL'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 GAIL 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 super scribing 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 Un-priced 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.

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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.

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- 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

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

32 EVALUATION AND COMPARISON OF BIDS

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

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, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) 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.

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”.

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37.0 DISPATCH SCHEDULE

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

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

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

37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GGPL, the concerned designated order issuing authority may be contacted in this regard.

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

~~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 where in the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive 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 GST (CGST & SGST/UTGST or IGST) 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~~

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

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 GAIL's website (www.gailonline.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 GAIL'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 GAIL (India) 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 GAIL, such decision of GAIL 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)

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 Document participating Micro and Small Enterprises quoting price within the 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 enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the order value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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.

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- b) If the MSE is owned by SC/ST 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.

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

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 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.

41 PACKING INSTRUCTIONS

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

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

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

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

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- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

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

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

Seller's

Name.....

- 41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - 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 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

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. **SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 **DISPUTE RESOLUTION**

ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC

- 45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the GAIL is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

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- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) 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 go for Arbitration. 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.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 46 **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.
- 47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**
- 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
- 48 **QUARTERLY CLOSURE OF THE CONTRACT**
- 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, GAIL 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.”

Annexure-I

**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 GAIL 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 GAIL, 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.

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A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, 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 GAIL 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 GAIL 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 GAIL 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 GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

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.

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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, GAIL when :-

- (i) Corporate Vigilance Department, GAIL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, GAIL 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, GAIL. 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 GAIL.

The Competent Authority to approve the suspension will be same as that for according approval for banning.

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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/othertendering 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 GAIL 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 GAIL. 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**

NOT APPLICABLE

ANNEXURE-III

**ANNEXURE-III : ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)**

NOT APPLICABLE

ANNEXURE-IV**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 LTD The consignee details for the goods are as under:- DGM(C&P), Godavari Gas Private Ltd, D. No. 85-06-23/2, 2 nd floor, 40 th Ward, Morampudi Junction, Rajahmahendravaram-533 103, East Godavari Dist, A.P
1.2	The Invitation for Bid/ Tender is for Procurement of UPS and Inverters
General	The Purchaser is: GODAVARI GAS PRIVATE LTD The consignee details and Delivery Location for the goods are as under:- Consignee: DGM(C&P), Delivery Location: Godavari Gas Private Ltd, D. No. 85-06-23/2, 2 nd floor, 40 th Ward, Morampudi Junction, Rajahmahendravaram-533 103, E G Dist, A.P
3	Bid From a Consortium/ Joint Venture : NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Godavari Gas Private Ltd. payable at Kakinada.
B. TENDER DOCUMENT	
8.1	For clarification purposes only, the communication address is: Attention: V.Srinivasulu, DGM(C&P) Street Address: 2nd Floor, Door No. 13-1-51 Floor/Room number: Surya Rao Peta, City: Kakinada- ZIP Code: 533001, East Godavari Dist., Andhra Pradesh , Country: India Email: v.srinivasulu@gail.co.in
C. PREPARATION OF BID	
11.1.1 (u)	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers):
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: NIL
12& 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently no.
12.1	Whether Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price :NIL

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12.3	Transit Insurance shall be arranged by :- SUPPLIER In case, transit insurance to be arranged by GGPL, the details of Transit Insurance Policy are as under:-	
12.5	Delivery basis shall be	
	FOT/FOR Site,Rajahmundry	RAJAHMUNDRY
	EX-WORKS, (Bidder to indication location)	
13.7 and 13.8	Details of Buyer:	
	Consignee	GODAVARI GAS PRIVATE LTD , D. No. 85-06-23/2, 2 nd floor, 40 th Ward, Morampudi Junction,Rajamahendravaram - 533 103, E G Dist, A.P
	PAN No.	AAGCG5701K
	GST no.	37AAGCG5701K1ZI
	GGPL Bank details	
14	The currency of the Bid shall be INR	
15	The bid validity shall be three 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 GODAVARI GAS PRIVATE LTD, payable at Rajahmundry.	
D. SUBMISSION AND OPENING OF BIDS		
18	<i>In addition to the original of the Bid, one copy required</i>	
22	The E Tender No. of this bidding process is	
22.2	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: V.Srinivasulu, DGM (C&P) Street Address: 2nd Floor, Door No. 13-1-51, Surya Rao Peta, City: Kakinada- ZIP Code: 533001East Godavari Dist., A.P	
26	The bid opening shall take place at: APGDC Ltd Street Address: 2nd Floor, Door No. 13-1-51, Floor/Room number: Surya Rao Peta, City: Kakinada- ZIP Code: 533001East Godavari Dist., Andhra Pradesh, Country: India	
E. EVALUATION, AND COMPARISON OF BIDS		
32	Evaluation Methodology is mentioned in Section-II.	
F. AWARD OF CONTRACT		
36	The designated authority V. Srinivasulu, DGM (C&P) shall be contacted for all contractual matters after receipt of Notification of Award	
38	Contract Performance Security (CPS)/ Security Deposit : Not Applicable	
40	Whether tendered item is non-split able or not-divisible : NO	
49	Quarterly Closure of Contract NOT APPLICABLE	

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FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEYDEPOSIT / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
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F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	DELETED
F-16	DELETED
F-17	DELETED
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING MANDATE FORM
F-20	DELETED
F-21	DELETED
F-22	DELETED

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GODAVARI GAS PRIVATE LTD

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor /Partners/ Directors of the firm/company	
4	Number of Years in Operation	
5	Erstwhile Name of Bidder /Details of name change during years of Operation	
6	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:
7	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
8	Operation Address (if different from above)	City: District: State: PIN/ZIP:
9	Telephone Number & Contact Information of Operation Address	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
10	Website	

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11	Fax Number:	_____
		(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	[If yes, please furnish details]
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
21	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). <i>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</i>

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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F-2
BID FORM

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Tender Document for the above mentioned Tender Document number _____ for "_____”including "Technical Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Price Schedule/Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Tender Document, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of as defined in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" if applicable for Amount and Validity as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a detailed Purchase Order/Contract document is prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

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

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

Place: _____ [Signature of Authorized Signatory of Bidder]

Date: _____ Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

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F-3
LIST OF ENCLOSURES

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir,

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

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document(s) submitted by the Bidder	File Name (in case e-Tender) and Total number of Pages
1.	Section III, 5.2 (if applicable), 11.1.1 (k),	Tender Fee		
2.	Section III, 11.1.1 (p)& 16.0	Bid Security/EMD		
3.	Section III, 16.3	In case EMD is in form of Bank Guarantee from Banks other than the Nationalized Indian Banks, a declaration from such commercial Bank having net worth in excess of Rs. 100 Crores		
4.	Section III, 11.1.1 (n)	Power of Attorney		
5.	Section III, 11.1.1 (f)	Integrity Pact		
6.	Section II (D) (i)	Documents against Technical Criteria of BEC		
7.	Section II (D) (ii) & F-16	Documents against Financial Criteria of BEC		
8.	Section II (A) Note (i)	Tax Paid Invoice /Documents (if applicable)		
9.	Section III, 2, 3.1(if applicable), 11.1.1(b) & (c) & (f) & (g) & (h) & (i) & (j) & (m) & (q),	Submission of All Forms & Formats duly filled & signed		

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10.	Section III, 10.0 (if applicable),	List of Documents not in English language and its corresponding English Translation		
11.	Section III, 11.1.1(a)	Covering Letter		
12.	Section III, 11.1.1(e)	Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning “Quoted” / “Not Quoted”		
13.	Section III, 11.1.1(s)	List of consortium/ JV member(s), and Consortium Agreement		
14.	Section III, 11.1.1(t)	Complete Tender Document, its Corrigendum/ Amendment /Clarification(s)		
15.	Section III, 11.1.1(u)	A List of Additional document(s) & its enclosures		
16.	Section III, 13.7	A List of the material from a sub-vendor		
17.	Section III, 40.3 (a)	Documentary evidence that the Bidder is a Micro or Small Enterprises		
18.	Section III, 40.3 (b)	Documentary evidence, insupport of MSE is owned by SC/ST Entrepreneurs		
19.	Section III, 40.3	Certification of above documents by the Chartered Accountant		
20.	F-1, Point No. 2	Relevant certificates / Partnership Deed/ Certificate of Registration, as applicable		
21.	F-1, Point No. 18	Copy of PAN Card		
22.	F-1, Point No. 19	Copy of GST Registration Certificate		
23.	F-1, Point No. 20	Copy of the Entrepreneurs Memorandum (EM)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORMAT F-4
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 LTD

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 GODAVARI GAS PRIVATE LTD., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GODAVARI GAS PRIVATE LTD., 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.

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-15.1".
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.

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F-4A
PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST
MONEYDEPOSIT / BID SECURITY"

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by GODAVARI GAS PRIVATE LTD, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GODAVARI GAS PRIVATE LTD during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or



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- non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature



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F-5
LETTER OF AUTHORITY

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

Ref:
To,
M/s GODAVARI GAS PRIVATE LTD

Date:

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.

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F-6
"NO DEVIATION" CONFIRMATION

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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F-7
DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL 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 as on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

In case it comes to the notice of GAIL 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.

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to GGPL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS



F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Tender Document, award is given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Purchaser 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. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS



F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS

F-10
AGREED TERMS & CONDITIONS

To,

M/s GODAVARI GAS PRIVATE LTD

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, Vendor Code of GGPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto site are quoted in Price Schedule.	
5	Please specify the Dispatch Point	
6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm 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 separately on its letterhead.	NOT APPLICABLE

TENDER NO: GGPL/KKD/C&P/PR 2006/02/VS

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.	
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections& enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable.	
12.	Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable).	
16.	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.	
17.	Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ GGPL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.11 of ITB	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
22	Rate of applicable GST (CGST & SGST/UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
23.	Harmonized System Nomenclature (HSN):	
24.	Confirm 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.	
25	Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
26	Confirm 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	
27	Part Order: (a) Confirm acceptance to Part Order. (c) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
28	Testing and Inspection charges: Confirm 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.	
29	Import Content: If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following:	
	(a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included. (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.	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>(c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.).</p> <p>(e) Indicate classification with tariff no. under which Vendor intends to import.</p> <p>(f) Confirm 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) 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 vendor. 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 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 vendor 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>	

Place:
Date:

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

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F-11
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 LTD

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 :



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UNDERTAKING ON LETTERHEAD

To,

M/s GODAVARI GAS PRIVATE LTD

SUB:

TENDER NO:

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by M/s.....(Name of the Bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BIDDER'S EXPERIENCE

To,

M/s GODAVARI GAS PRIVATE LTD

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:

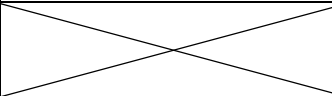
Seal:

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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	Digitally Signing (in case of e-Tender)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any)		
2.0	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		
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	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration regarding Holiday/ Banning		

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vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable as per SCC) are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.		X
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
8.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		X

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s GODAVARI GAS PRIVATE LTD

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 : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) 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 GODAVARI GAS PRIVATE LTD to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GODAVARI GAS PRIVATE LTD 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)

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SECTION - IV

Technical Specifications

&

Special conditions of Contract

Technical specifications for 2.0 kVA Sine Wave Inverter for lighting loads

Product	
Capacity	2000VA / 1600W
Technology	DSC/Mosfet design
Make	Microtek/ Luminous
Input	Single
Voltage & Frequency	100V~300V (Wide Input Voltage Range) 180V~265V (Normal Input Voltage Range) & 50 Hz \pm 5%
Output	Single
Voltage & Frequency Mains	220V +5% -10%, 50Hz \pm 1Hz
Voltage & Frequency Battery	
Waveform	Pure Sine Wave
Power Factor	0.8
Efficiency	>85% at Full Load
Battery	
Type	Tubular
Make/ size	Exide/Amaron/luminuos/Microtek 150 AH,2 nos or as required for atleast 2 hours back up.
Features	
Standard	Cold Start & Over Load Reset
Optional	Spike & Surge Suppressor, Inverter Bypass, Power Saver, No Load Shutdown & Front Panel LCD Display
Protection	
Charger	Charger Fuse/Circuit Breaker
Inverter	Mains Low & High Voltage Cut-off, Over Load Cut- off & Short Circuit Protector
Battery	Over Charge Voltage & Current Cut-off & Battery Deep Discharge Cut-off
Indication	
Visual	Mains On, Charger On, Inverter On, Over Load & Battery Low
Audible	Inverter on, Overload & battery low
Environment	
Altitude	0 - 2000 m
Temperature	0 - 40 °C
Humidity	95% Non Condensing
Noise	<60 dB



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TECHNICAL SPECIFICATIONS OF ONLINE UPS

INPUT	
Nominal Voltage	230 Volts/ 1 Phase
Input Voltage Range	+15%,-20%
Nominal Frequency	50Hz
Input Frequency range	+/-6%
OUTPUT	
Power Capacity	5.5 KVA To run: Desktops, Laptops
Preferred Make	Microtek/Luminous/APC/Emersion/Eaton
Load Power Factor	0.8 to unity within KVA/KW range & Efficiency > 0.9
Nominal Voltage	230 Volts/ 1 Phase
Voltage regulation	Steady state: +/-1%
	Transient condition: +/-5% under 100% step load condition: Recovery to 98% Nominal in 1 Cycle.
Output Frequency	50Hz
Frequency regulation	Free running: +/-0.5%
	Bypass synchronized: 1%-6% user settable
Wave form	True sine wave
Total Harmonic Distortion	Linear load: 2.5%
	Non-linear load: 5%
Overload capacity	125% for 10 minutes, 150% for 1 minute
Inverter	IGBT based PWM control
Crest factor	3:1
Duty	Continuous
Isolation transformer	Standard and inbuilt at Inverter output
Parallel redundant switch	Parallel redundant switch to configure redundancy and load sharing mode
Bypass specifications	
Bypass type	Internal static bypass (Automatic & Manual), Optional external bypass.
Bypass Input voltage range	170-270 V
Max bypass current	40 A
Input protection	Circuit Breaker
Battery	
Preferred Make	Exide/Amaron/Luminous/Microtek
Battery Voltage	12V
Battery Type	Lead Acid Standard maintenance free
Battery Capacity	100 AH (to ensure back up time of 3 hours)
Back up time	3 hours
No of batteries	15/16 No or as per requirement.
Warranty	2 Years
Indicator (LCD)	Load level/battery level/ battery mode/AC mode/Bypass mode/fault
Transfer time	0 ms
Audible alarm	Battery mode, low battery, fault, overload.

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Special conditions of Contract:

1) Payment Terms:

100% payment shall be made within 15 days from the date of delivery, installation, testing and commissioning at APGDC, Kakinada Office.

2) Delivery Period

Ordered material should be delivered within 2 weeks from the date of Fax of acceptance.

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SECTION V

GENERAL CONDITIONS OF CONTRACT (GOODS)

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General Conditions of Contract-GOODS

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1 Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.1 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER/ OWNER/GGPL** shall mean GODAVARI GAS PRIVATE LIMITED (GGPL) having its registered office at D.NO.85-06-23/2, 2nd floor, 40th ward, Morumpudi Junction, RTC complex Road, Rajahmundry-533103. The term PURCHASER includes successors, assigns of GGPL.

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1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

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

1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2 Seller to Inform

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire

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

3 Application

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

4 Country of Origin

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

5 Scope of Contract

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER’s responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish 2 (two) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

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- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

8 Contract Obligations

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

9 Modification In Contract

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance

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of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

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

10 Use of Contract Documents & Information

- 10.1 The Seller shall not, without the PURCHASER's's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

~~**12 Contract cum Performance Bank Guarantee (CPBG)**~~

~~Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.~~

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~~The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee / Guarantee.~~

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

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

13 Inspection, Testing & Expediting

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

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- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

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14 Time Schedule

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.2 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable),.

15 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made :

- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ at the designated site(s).

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- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation & Specifications enclosed.

16 Transit Risk Insurance

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by Supplier.

17. Transportation

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by

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Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules, if asked.

19 Spare Parts and Maintenance Tools

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and

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

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

20 Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

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

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the

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date of the use for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of shipment (for each lot) whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

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

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/ shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

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- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

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

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23 Subletting & Assignment

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

24 Time As Essence of Contract

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

25 Delays In The Seller's Performance

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

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.1 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (if applicable), imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule For Delayed Delivery

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.

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- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee (if applicable). Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

28.1 Termination for Default

- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
 - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and



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C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (India) Ltd. Against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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

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

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Kakinada, East Godavari Dist. Andhra Pradesh, .

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (GGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

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The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Kakinada, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Andhra Pradesh (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/ in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes & Duties

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

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

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

33.4 Any income tax payable in respect of supervisory services rendered by Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

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34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

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37 Import License

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

~~38 FALL CLAUSE~~

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

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

~~—The above stipulation will, however, not apply to:~~

~~a) Exports by the Contractor/Supplier or~~

~~b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement~~

~~e) sale of goods such as drugs which have expiry dates.~~

~~38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-~~

~~—“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the GGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GGPL under the order.~~

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

39 Repeat Order

39.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

40 Limitation of Liability

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

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SECTION - VI

PRICE SCHEDULE

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SCHEDULE OF RATES

S. No	Description	Unit	Qty.	Unit Rate incl. P&F charges	Amount (Rs)	Applicable GST on C		Freight up to destination and insurance	Total Amount (Rs)
						%	Amount (D)		
1	Online UPS for systems		(A)	(B)	C = A X B	%	Amount (D)	Value (Rs) (E)	F= C+D+E
1.a	Uninterrupted Power Supply (UPS) System – 5.5 KVA (1 Phase), Double conversion, online UPS system *Make: Microtek/APC/Luminous / Emerson /Eaton	No	1						
1.b	Batteries complete with Battery Stand, interconnecting cables. Lead Acid SMF, 100AH x 16no's (for At least 2 hours backup). *Make: Exide/Amaron/Luminous/Microtek	Set	1						
1.c	Installation & Commissioning Charges	Set	1						
								Sub Total (1)	
2	Inverter for lighting loads								
2.a	2 kVA Sine wave Inverter for lighting loads *Make: Microtek/ Luminous	No	1						
2.b	With 2 Nos of 150AH suitable for at least 2 hours back up including stand, interconnecting cables *Make: Exide/Amaron/Luminous/Microtek	Set	1						
2.c	Installation & Commissioning Charges	Set	1						
								Sub Total (2)	



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3	Wiring:								
3a	Wiring from UPS to Utility points, which includes purchase of 2.5 mm ² cable and laying from UPS DB to Switch Boards for computers/Laptops (As per the requirement of the Office, Wiring Layout is attached as Annexure-A)	Lump sum	1						
3b	Wiring from Inverter to Utility points, which includes purchase of 2.5 mm ² cable and laying from MCBS to lighting, fans (As per the requirement of the Office, Wiring Layout is attached as Annexure-A)	Lump sum	1						
								Sub Total (3)	
								Grand Total (1+2+3)	

The above rates will include the following:

1. Battery cables, links, required wirings.
2. *Should only indicate the make being provided.

(SIGNATURE OF BIDDER & COMPANY SEAL)

PLACE:

DATE: