

TRIPURA NATURAL GAS COMPANY LIMITED

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, TNGC Ltd, Shilpa, Nigam Bhawan, Khejur Bagan, Agartala, Tripura West Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & superscribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 11:30 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 15:30 hrs in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

TNGCL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. GST registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto \pm 25% of the quantities specified in enquiry.
9. **Price /Purchase Preference:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **Price Reduction Schedule for delayed delivery:** In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}$ % (half percent) of the contract price (excluding taxes, duties & freight) per

complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. 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 performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value.

11. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

"We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable).**

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

"We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No)."

If the response to the above is 'Yes', the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government."

12. Performance Guarantee (CPBG): In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to TNGCL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract Excluding GST. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by TNGCL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

- 13. Inspection, Testing & Expediting:** Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also 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/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

- 14. Warranty :**

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

- 15. Payment terms:**

Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores through e-banking/AC Payee Cheque. In case of payment through bank, all bank charges shall be borne by the vendor.

- 16. Invoice:**

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) TNGCL, immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

- 17. Packing & Marking:**

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

18. **Despatch documents:**

Transit Risk Insurance shall be arranged by TNGCL. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach TNGCL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

19. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to TNGCL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

20. **Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

21. **Repeat Order:** Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

22. **Termination of Contract:** 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 part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
- b) If the Seller fails to perform any other obligation(s) under the Contract and
- c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser

In the event the Purchaser terminates the contract in whole or part, 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.

In case of termination of contract herein set forth 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 TNGCL against any type of tender of tender not their offer will be considered by TNGCL against any ongoing tender(s) where contract between TNGCL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by TNGCL. to such vendor.

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.

23. **FORCE MAJEURE** : Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller.

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above 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 conditions, 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.

24. **Resolution of Disputes / ARBITRATION**

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the TNGCL whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at TNGCL, and all suits in respect of this contract shall be under the jurisdiction of the court in Agartala, Tripura, India

25. Seller shall protect and fully indemnify TNGCL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.
26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence TNGCL processing of bid or award decisions may result in rejection of such bids.
27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
 - i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

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