



SIPI-Benin

**TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA**

TENDER NO. - AIP/REPL/006/OU



RESONANCE ENERGY PVT LTD

TENDER DOCUMENTS

INTERNATIONAL COMPETITIVE BIDDING

1	23/03/2023	Issued for Bids	AT	PG	AN
Rev	Date	Description	Prepared by	Checked by	Approved by



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
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SECTION - I
INVITATION FOR BIDS (IFB)



TENDER FOR SUPPLY OF ODORIZING UNIT AT COTONOU, BENIN OF WEST AFRICA



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1.0 INTRODUCTION

- 1.1** Glo-Djigbe Industrial Zone is being developed as multi-product Industrial Zone in accordance with the vision of republic of Benin to create mass employment opportunities for its population and hence created by Decree N° 2020 -062 DU 05 Fevrier 2020 of Republic of Benin to promote Transformation of Agro-commodities produced in Benin.
- 1.2** Glo-Djigbe Industrial Zone (GDIZ) is a dedicated Zone developed by “Société d’Investissement et de Promotion de L’Industrie – BENIN” (SIPI-BENIN),
- 1.3** SIPI -Benin is jointly promoted by ARISE IIP (Africa Transformation and Industrialization Fund-ATIF) & Africa Finance Corporation (AFC) & Republic of Benin having equity stake of 65% and 35% respectively in the project. At present ARISE IIP made special economic zones in Gabon , Benin and Togo seek to boost exports, enable the local transformation of raw materials and promote trade. Several industrial zones are currently being developed in Togo, Benin, Côte d'Ivoire and Chad.
- 1.4** SIPI-Benin (hereinafter referred as Purchaser) is developing gas infrastructure to supply Piped Natural Gas (PNG) to Industrial consumers at Cotonou, Benin of West Africa.
- 1.5** Resonance Energy Pvt. Ltd. (REPL) has been appointed as the Project Management Consultant by the Purchaser for providing consultancy services for CGD Expansion Project at Benin of West Africa.

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1** The present project for infrastructure of pipeline network at Cotonou, Benin of West Africa for supplying Natural Gas to Industrial consumers. It is proposed to procure the 3LPE Coated CS Pipe as per details furnished in this Bid documents.

3.0 BRIEF SCOPE

- 3.1** Design, Engineering, Manufacture, Inspection, Factory Testing & Supply, Installation, Testing Erection, Commissioning and on-site O&M training of Odorizing Unit at Cotonou, Benin, West Africa.
- 3.2** The above quantities are indicative and for evaluation purpose only. Purchaser reserves the right to increase or decrease at the time of award.
- 3.3** For detailed Scope of work and specifications, refer technical specification.

NOTE: OEM certified training on O&M shall be provided for (2) two days duration.

4.0 DISPATCH SCHEDULE

- 4.1** Dispatch (Ready for Shipment) of Odorizing Unit shall be within 12 weeks of LOA.

4.2	Basis of Delivery :	The basis of delivery shall be FOB: Port, country of origin.
4.3	PRS Applicability :	Date of Bill of Laden (BOL) shall be considered as date of dispatch.

5.0 BID VALIDITY



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5.1 Bid should be valid for 90 days from the date of schedule submission.

6.0 BIDDING PROCEDURE

6.1 Bidding will be conducted through **International Competitive Bidding basis**. Single stage two bid system is adopted for this tender.

6.2 Tender document will be shared through e-mail and bidder can also download tender document through Resonance Energy website www.energyworld.biz

6.3 The submission and opening of bids will be through e-mail at sanjay.jain@arisenet.com , aashutosh.a@arisenet.com, prakriti@energyworld.biz and kundan.kumar@arisenet.com

7.0 DETAILS OF BID DOCUMENTS

A.	SUBJECT	TENDER FOR SUPPLY OF ODORIZING UNIT AT COTONOU, BENIN OF WEST AFRICA
B.	TYPE OF BID	INTERNATIONAL COMPETITIVE BIDDING
C.	TENDER DOCUMENT NUMBER	TENDER NO.: AIIP/REPL/006/OU
D.	DELIVERY PERIOD	12 weeks from date of LOI/Contract
E.	PRE-BID MEETING DATE & TIME	30.03.23 at 15:00 HRS IST , by Video conference Link shall be share shortly by E-mail Pre-Bid Queries shall be received at least two (02) working day prior to the pre-bid meeting date at email id: cp11@energyworld.biz
F.	BID SUBMISSION DATE & TIME	06.04.23 till 15:00 HRS IST . Bids should be submitted by E-mail as per clause no. 6.3 of IFB
G.	BID SECURITY (EMD)	Not Applicable
H.	BID DOCUMENT FEE	Not Applicable
I.	BID VALIDITY	90 days from the bid due date.
J.	TECHNICAL BID OPENING DUE DATE	06.04.23 till 15:30 HRS IST
K.	COMMERCIAL BID OPENING DUE DATE	Date & Time shall be intimated to the technically qualified bidders
L.	ADDRESS FOR CORRESPONDENCE	Mr. Sanjay Jain Procurement Manager Glo-Djigbe Industrial Zone Plot No. F1, National Highway RNIE2 Republic of Benin, West Africa Contact No.: +229-53286261 Mail Id: sanjay.jain@arisenet.com



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8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL:

8.1.1 The Bidder shall have designed, fabricated, integrated, tested and supplied at least the one (01) number of Odorizing Unit for Hydrocarbon Services in the last seven (07) years reckoned from the bid due date.

8.1.2 If the manufacturer does not sell his products directly but through his dealer/ distributor/ subsidiary, he can authorize a single agency to submit the bid. In such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.

NOTE FOR TECHNICAL BEC

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

8.2 Documents Required

The documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

1. Purchase order (s)/ Work Order (s) defining the complete scope of work.
2. Copy of SOR clearly describing the scope of work.
3. Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ Consultant or their authorized representative for relevant orders.
4. Any other document required for qualification against BEC clauses.

Note

- i. The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser may make additional checks for the same at his sole discretion.
- ii. It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by bidder is liable to be rejected.
- iii. Purchaser/Consultant decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

9.0 TENDER FEE / BID SECURITY

EMD / Bid security has been waived off.

10.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting will be organized through video conferencing.



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11.0 GENERAL

- 11.1 Purchaser reserves the right to place the order for part quantity.
- 11.2 Purchaser reserves the right to split the award.
- 11.3 The bids received after bid due time/ date shall be rejected.
- 11.4 Purchaser reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.5 Purchaser/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.

12.0 ELIGIBILITY OF BIDDERS

- 12.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 12.2 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser/ Consultant.

13.0 ONE BID PER BIDDER

- 13.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common Purchasers/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

- 13.2 Alternative bids are not acceptable.

13.3 SINGLE POINT RESPONSIBILITIES

The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub- service provider.

14.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

15.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

16.0 CONTENT OF BID DOCUMENTS

- 16.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS " of Instruction to bidders (ITB).



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Volume I : Commercial Volume consisting of :

- Section – I : Invitation for Bids (IFB)
- Section – II : General Conditions (GCC)
- Section – III : Special Conditions of Contracts (SCC)
- Section – IV : Forms and Formats
- Section –V : Forms to be used after award of Contract.
- Volume II : Technical Volume

Schedule of Rates (SOR)

16.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

17.0 CLARIFICATION ON BID DOCUMENTS

A prospective bidder requiring any clarification of the Bid Documents may notify the Purchaser and /or the Consultant as the case may be, in writing or by email at the address indicated in the tender/RFQ. The Purchaser will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working day prior to the pre-bid meeting date. Purchaser will not entertain any queries received after 1800 HRS (IST) post one day of pre-bid meeting. Written copies of the Purchaser's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on REPL website <http://www.energyworld.biz> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

18.0 AMENDMENT OF BID DOCUMENTS

18.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.

18.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 8.0 and shall be hosted on the on website www.energyworld.biz and by e-mail before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders' query hosted on the above websites before submitting the bid.

18.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser / Consultant, at its discretion, may extend the deadline for the submission of bids.

18.4 Bidders are advised to visit www.energyworld.biz from time to time to get updated information / documents.

19.0 LANGUAGE OF BID

19.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.



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19.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

20.0 DOCUMENTS CONSTITUTING THE BID

20.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided:

- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents.
- Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
- Documentary evidence established in accordance with BQC that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and

21.0 BID PRICES

21.1 The Bidder shall quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.

21.2 Bidder has to indicate price in the "Schedule of Rates" (SOR) separately as under: -

- Unit price including Packing, Forwarding, TPIA charges, inland freight upto port of country of origin.
- Duties & Taxes on above

21.3 The currency exchange rate shall be applicable as of date of bid submission.

22.0 PRICE BASIS

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes).

23.0 CURRENCIES OF BID

Bidders shall submit bid in **EURO** only.

24.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

24.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin issued at the time of shipment shall confirm the same.

24.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristics of the goods;
- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

24.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

25.0 BID SECURITY/ EMD

Bid Security / EMD has been waived

26.0 FORMAT AND SIGNING OF BID

26.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

26.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

27.0 DEVIATIONS

27.1 Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, IFB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.

27.2 Deviations if any have to be listed only in the cover letter & Form 2 of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.

27.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However Purchaser reserves the right to take the final decision in this regard, without assigning any reason

28.0 PREPARATION AND SUBMISSION OF BIDS

28.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be submitted by the bidder, which shall comprise of the following:

Covering Letter with

- i. Covering Letter with
- ii. Bidder's General Information Form 1
- iii. No deviation confirmation / Deviation Form as per Form 2
- iv. Format for Certificate from Statutory Auditor for Details of Similar Goods/ Work/ Services Supplied/ Done During Past 5 Years as per Form 3
- v. Certificate from the Statutory Auditor regarding Supply of Goods/Works/Services as per Form 4
- vi. Certificates as per Form 5
- vii. Confirmation that bidder is not banned by any Government organization/Government Undertaking from quoting as per Form 6

- viii. Declaration as per Form 7
- ix. Certificate as per Form 8
- x. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form 9
- xi. Information regarding any current litigation in which the bidder is involved in Form 10.
- xii. Contract Cum Performance Bank Guarantee
- xiii. Power of attorney/Board Resolution of the signatory to the bid document.
- xiv. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED
- xv. Copy of Company Registration Certificates.
- xvi. Other documents as per Technical Volume of bid document

28.2 SUBMISSION OF BIDS

- i. Bid must be submitted through E-mail in two different file attachment.
- ii. Bidder must attach the following documents in first file attachment
 - a) Covering Letter
 - b) Forms & Format
 - c) Duly signed Tender document
 - d) Un-priced SOR
 - e) BEC technical & financial document
- iii. Bidder must attach password protected file of Priced- SOR in second file attachment. Bidder must follow below instructions, for submitting password of price bid:
 - a) File must be password protected of twelve (12) characters.
 - b) Password of Price-bid shall be divided into three parts with individual 4 (four) characters. First part (first 4 character) of password shall be shared to email id: sanjay.jain@arisenet.com, second part (mid 4 character) shall be shared to email id: aashutosh.a@arisenet.com and third part (last four character) shall be shared to email id: kundan.kumar@arisenet.com
 - c) Unprotected submission of price bid shall be liable to rejection of bid.

29.0 DEADLINE FOR SUBMISSION OF BIDS

- 29.1** The bid must be submitted through E-mail as specified in IFB not later than the time and date as specified in IFB.
- 29.2** The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

30.0 LATE BIDS



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30.1 Any bid received by the Purchaser/ Consultant after the deadline for submission of bids prescribed by the Purchaser/ Consultant will be rejected.

31.0 MODIFICATION AND WITHDRAWAL OF BIDS

31.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

31.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

32.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

32.1 The Purchaser/Consultant will open all bids on online mode in the presence of Bidders' representatives who choose to attend via video conferencing (date & time shall be intimated later).

32.2 The Bidders' names, bid modifications or withdrawals, and any such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

33.0 REJECTION CRITERIA

33.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

33.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- i) Contract Performance Bank Guarantee as per tender.
- ii) Period of validity of bid shorter than specified.
- iii) Price change on account of technical/ commercial clarification and/ or validity extension.
- iv) Resolution of Dispute/ Arbitration clause.
- v) Payment terms.
- vi) Delivery schedule
- vii) Price Reduction Schedule.
- viii) Price not quoted as per SOR
- ix) Warranty / Guarantee
- x) Force Majeure
- xi) Applicable Law
- xii) Scope of Work
- xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid

34.0 EVALUATION AND COMPARISON OF BIDS

The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.

34.1 Evaluation

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive. In

evaluating bids, the Purchaser will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- i) Arithmetical errors will be rectified on the following basis:
- ii) If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail, and the total cost will be corrected.
- iii) If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail, and the total bid amount will be corrected.
- iv) Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.

Other Conditions Related to Bid Evaluation

- v) Canvassing in any form will make the bid liable for rejection.
- vi) Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- vii) Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Purchaser's requirement may be rejected without seeking any clarifications.
- viii) Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- ix) Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- x) Price bid will be evaluated as per applicable taxes & duties as on date of Priced bid opening.
- xi) In case if more than one bidder quotes the same rates, then ranking of bidders shall be based on the turnover achieved during the preceding financial year.

34.2 Evaluation and Award Criteria

- xii) The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.
- xiii) Prices shall be evaluated **on least cost basis**. The prices invited are on FOB basis (Supplier Origin Country Port Basis).
- xiv) The evaluated price of bidders shall include the following:
 - Unit price including Packing, Forwarding, in-land Freight including Insurance & loading at port. (FOB)
 - Applicable Taxes.

34.3 Bidders are required to quote and comply with all applicable statutory requirements for invoicing.

35.0 CONTACTING THE PURCHASER/ CONSULTANT

35.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.

35.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid

comparison, or contract award may result in the rejection of the Bidder's bid.

36.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE VALIDITY OF CONTRACT

The Purchaser reserves the right during the validity of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

37.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

38.0 NOTIFICATION OF AWARD

38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

38.2 The date of Letter of Acceptance (LOA / First Intimation for notification of award will constitute effective date.

38.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

38.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.

38.5 Letter of intent read in conjunction with bid documents shall be binding Contract.

39.0 CORRUPT OR FRAUDULENT PRACTICES

39.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:

- a. Defines for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b. 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;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).



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SECTION - II
GENERAL CONDITIONS OF CONTRACT
(GCC)



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Definitions

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

- 1.0 **BIDDER:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 **CONSULTANT** shall mean M/s Resonance Energy Private Limited having its registered office at Kanoli, C-75, Sector 10, Noida, UP-201301, India.
- 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 2020.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.



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- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER** shall mean Société d'Investissement et de Promotion de L'Industrie – BENIN” (SIPI-BENIN), having **its registered office** at Société d'Investissement et de Promotion de l'Industrie - Bénin (SIPI-Bénin) Glo-Djigbé Industrial Zone (GDIZ) PPP between ARISE IIP and the Republic of Benin, 201, Building Residence Océane – Block: 612 – District: Patte d'oie – Plot: ZA – 04 BP 612 ☎ +229 21 30 12 13
- 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
- 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.

		<p>1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards as applicable and specified in the Contract.</p> <p>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.</p> <p>1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.</p> <p>1.21 START-UP shall mean the time required to bring the equipment's 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 equipment's 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.</p> <p>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.</p> <p>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.</p>
2	Seller To Inform	<p>2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.</p>
3	Application	<p>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.</p>



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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.
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5	Scope of Contract	<p>5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings, and Annexure thereto.</p> <p>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.</p> <p>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.</p> <p>5.4 The SELLER shall furnish two (02) copies in English language of technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the PURCHASER.</p> <p>5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.</p> <p>5.6 All dimensions and weight should be in metric system.</p> <p>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 as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished as mentioned in the tender.</p> <p>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.</p> <p>5.9 Specifications, design, and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.</p> <p>5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.</p>
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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	<p>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.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers, and bills of lading, etc.</p>
8	Contract Obligations	<p>8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.</p> <p>8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.</p>
9	Modification In Contract	<p>9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.</p> <p>9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.</p>



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10	Use of Contract Documents & Information	<p>10.1 The Seller shall not, without the PURCHASER's/CONSULTANT'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.</p> <p>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.</p>
11	Patent Rights, Liability & Compliance of Regulations	<p>11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suitor proceedings.</p> <p>11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.</p> <p>11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.</p> <p>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.</p>

<p>12</p>	<p>Performance Guarantee</p>	<p>12.1 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 5% of the total value of the CONTRACT.</p> <p>12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.</p> <p>12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.</p> <p>12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT</p>
<p>13.</p>	<p>Inspection, Testing & Expediting</p>	<p>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</p> <p>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.</p> <p>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.</p> <p>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</p>

- 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.
- 13.5 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.6 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).
- 13.7 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.8 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.9 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.10 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.11 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.
- 13.12 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.13 Arrangements for all inspections required by Statutory Authorities and as specified in technical specifications shall be made by SELLER
- 13.8 **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



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		<p>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.</p>
14	Delivery & Documents	<p>14.1 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.</p> <p>14.2 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.</p> <p>14.3 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.</p> <p>14.4 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.</p> <p>14.5 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.</p> <p>14.6 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.</p> <p>14.7 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.</p> <p>14.8 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.</p> <p>14.9 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.</p>



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16. Transportation		<p>16.1 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.</p> <p>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.</p>
17. Import License		<p>17.1 No import license is required for the imports covered under this document.</p>



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18	Incidental Services	<p>18.1 The Seller may be required to provide any or all of the following services:</p> <p>18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:</p> <p>18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:</p> <p>18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.</p> <p>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.</p> <p>18.1.5 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.</p> <p>18.1.6 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.</p> <p>18.2 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.</p>
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<p>19</p>	<p>Spare Parts, Maintenance Tools, Lubricants</p>	<p>19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spareparts manufactured or distributed by the Seller.</p> <p>19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations underthe Contract, and</p> <p>19.1.2 In the event of termination of production of the spare parts:</p> <p>i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and</p> <p>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.</p> <p>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/maintenancetools for :</p> <p>19.2.1 The construction, execution and commissioning.</p> <p>19.2.2 2 years operation and maintenance.</p> <p>19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of anydefects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.</p> <p>19.4 Type and sizes of bearings shall be clearly indicated.</p> <p>19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.</p> <p>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 submittedto Purchaser.</p> <p>19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.</p> <p>19.8 Lubricants</p> <p>19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the firstfilling, the frequency of changing, the quantity oflubricants required for the one year’s continuousoperation and the types of recommended lubricants indicating the commercial name(trade-mark), quality and grade.</p> <p>19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shallbe given. Seller shall indicate various equivalent lubricants available.</p>
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20 Guarantee

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

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

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

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

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the



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SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER. If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

<p>21</p>	<p>Terms of Payment</p>	<p>21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.</p> <p>General Notes:</p> <ol style="list-style-type: none"> 1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Purchaser authorized 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 together with Performance Guarantee for 5% of total order/Contract value. 2. All bank charges incurred in connection with payments shall be to Seller's account. 3. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted. 4. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
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22	Prices	22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
23	Subletting & Assignment	23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24	Time As Essence of Contract	24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays In The Seller's Performance	<p>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:</p> <ul style="list-style-type: none"> 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. <p>25.2 Any inexcusable 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, imposition of price reduction for delay in delivery and termination of the contract for default.</p>



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26	Price Reduction Schedule for Delayed Delivery	<p>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.</p> <p>26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.</p> <p>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.</p>
		<p>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.</p> <p>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.</p>



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27	Rejections, Removal of Rejected Equipment & Replacement	<p>27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.</p> <p>27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.</p> <p>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.</p> <p>27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.</p> <p>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).</p>
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<p>28</p>	<p>Termination of Contract</p>	<p>28.1 Termination for Default</p> <p>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:</p> <p>A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or</p> <p>B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and</p> <p>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.</p> <p>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.</p> <p>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 PURCHASER/CONSULTANT Against any type of tender nor their offer will be considered by PURCHASER/CONSULTANT against any ongoing tender (s).</p> <p>28.2 Termination for Insolvency</p> <p>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.</p> <p>28.3 Termination for Convenience</p> <p>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.</p> <p>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:</p> <p>a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or</p> <p>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.</p>
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<p>29</p>	<p>Force Majeure</p>	<p>29.1 Shall mean and be limited to the following:</p> <ul style="list-style-type: none"> 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. <p>The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p> <p>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.</p>
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30	Resolution of Disputes/Arbitration	<p>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.</p> <p>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.</p> <p>30.3 Legal Construction The Contract shall be, in all respects be construed and operated as an Benin Contract and in accordance with Republic of Benin Laws as in force for the time being and is subject to and referred to the Court of Law situated within Republic of Benin, West Africa.</p> <p>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 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.</p> <p>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.</p> <p>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 Republic of Benin, West Africa.</p> <p>All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the Republic of Benin, West Africa.</p> <p>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.</p>
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31	Governing Language	31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other languages 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, license fees, and other such levies imposed outside the PURCHASER's country. 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. 33.3 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per applicable regulation/Act of country of delivery 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/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation, and comparable requirements.
35	Permits & Certificates	35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in Benin in connection with Contract.

<p>36</p>	<p>General</p>	<p>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.</p> <p>36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.</p> <p>36.3 Recovery of sums due All costs, damages, or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.</p> <p>36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.</p> <p>36.5 Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)</p> <p>36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.</p>
<p>37</p>	<p>Limitation of Liability</p>	<p>37.1 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.</p>



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SECTION-III

SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In addition to meaning ascribed to certain initial capitalized terms in “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.2 Definitions

Effective Date shall mean the date on which Contractor’s obligations will commence and that will be the date of first notification of award i.e., Letter of Intent/Contract/Work Order.

2.0 INTERPRETATIONS

2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

3.0 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of Technical specifications following shall hold good:

The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.

The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.

The Purchaser's right to inspect, test and wherever necessary reject the material after the material's arrival in the Purchaser's country shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from



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the country of origin.

Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's works as per approved ITP. TPIA charges shall be borne **by Supplier**. Approved TPIA must be authorized by statutory Authority of country of origin.

Note:

Supplier shall obtain Purchaser/Consultant's approval before finalizing the TPIA.

4.0 During commissioning, all assistance towards procurement of odorant from local supplier shall be in bidder's scope. Also, complete contact details of local odorant supplier will be provided to the client by the bidder, for direct procurement of odorant in future.

5.0 ADVANCE PAYMENT

No advance shall be paid under this tender.

6.0 TERMS OF PAYMENTS

100% on LC of the invoice value along with taxes and duties shall be paid upon submission of the following documents:

- i. Commercial invoice in triplicate
- ii. BOL (original)
- iii. Packing List
- iv. Material Test Certificate
- v. Guarantee / Warranty Certificate
- vi. Dispatch clearance issued by Purchaser / Consultant
- vii. Inspection release note issued by Purchaser/ Consultant/ TPIA

7.0 DELIVERY AND DOCUMENTS

7.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant:

- (a) BOL
- (b) Packing List showing weight and dimension of each package
- (c) Material Test Certificate
- (d) Manufacturer's factory inspection complying the technical specification as per tender
- (e) Inspection release note issued by Purchaser/ Consultant/ TPIA
- (f) Guarantee / Warranty Certificate
- (g) Dispatch clearance issued by Purchaser/ Consultant



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(h) Invoice

- 7.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- 7.3 The Bidder to ensure that Purchase order must be appearing in LR/ GR, Invoices and Packing List. Bidders to also ensure that description of goods in all the dispatch documents should be exactly same as per the Purchase Order.

8.0 SHIPMENT

The Bidder shall assist the Purchaser for facilitating the shipment after obtaining dispatch clearance from Purchaser. For getting dispatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser.

9.0 PRICE REDUCTION SCHEDULE (PRS)

- 9.1 In case the Supplier / Contractor fails to deliver any or all the goods to perform the services within the contractual delivery period(s) specified in the agreement for the reasons not solely attributable to the Purchaser and / or subject to the provisions of Force Majeure (Clause of GCC of tender document), the Purchaser shall, without prejudice to its other remedies under the agreement, deduct a sum @ ½ % (Half Per Cent) of the value of the supply per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of respective order value.
- 9.2 All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

10.0 PACKING

The SCC provisions shall supplement GCC Clause 14-16 as detailed below.

- 10.1 Packing shall be capable of withstanding rough sea weather for a minimum period of 2 to 3 months and shall be commensurate with the best commercial export practice in case of sea freight.
- 10.2 All protrusions shall be suitably protected, and openings shall be blocked by wooden covers.

11.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE (CPBG)

- 11.1 Within thirty (30) Days of receipt of the Letter of Acceptance / Notification of Award, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) of 5% of total order value / contract value (Total order value will be as per SOR)
- 11.2 Contract Performance Bank Guarantee shall be confirmed by bidder's bank, any confirmation charges shall be borne by bidder.
- 11.3 All bank guarantees will also have 30 days claim period beyond expiry date.
- 11.4 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.
- 11.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.



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- 11.6 The Contract Performance Guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.
- 11.7 The CPBG shall be valid up to one (01) year.



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SECTION- IV

TECHNICAL SPECIFICATION

AND SCOPE OF WORK



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1.0 SCOPE OF WORK

Bidder shall be responsible for supply of odorizing unit on turnkey basis with complete scope of work as listed below but not limited to the following:

- a) Design and Engineering
- b) Sizing calculation, verification of size to suit technical requirement
- c) Preparation of documents, drawings (including GAD, P&ID, detail datasheets, Foundation drawings etc.) and co-ordination for approval of documents by ARISE/REPL.
- d) Ordering, Procurement and co-ordination for supply of bought out item
- e) Inspection of bought out items, odorizing unit components
- f) Fabrication, mounting, installation in Odorizing Unit, in-process Inspection, Factory Acceptance Testing
- g) Transportation, Transit Insurance, loading and unloading of material at FOB: COUNTRY OF ORIGIN PORT.
- h) Installation, field calibration/ testing and commissioning of Odorizing Unit.
- i) Compliance of Checklist points during FAT, Site, stores (if any)
- j) Rectification of any damage (if any) occurred during transportation/ unloading/ observed on receipt of material at site.
- k) During commissioning, all assistance towards procurement of odorant from local supplier shall be in bidder's scope. Also, complete contact details of local odorant supplier will be provided to the client by the bidder, for direct procurement of odorant in future.

1.1 CODES & STANDARDS

Mechanical: Equipment shall generally be designed in accordance with the relevant Institute of Gas Engineers (IGE) codes and the following principal codes of practice.

ASME Boiler and Pressure Vessel Code Section-V : Non-destructive examination

Section-VIII : Pressure Vessel. Division-1

Section-IX : Welding and brazing qualifications American National Standard Code ANSI/ ASME

B16.5 : Flanges and Flange Fittings

ANSI/ ASME B31.8 : Gas Transmission and Distribution Systems American Petroleum Institute

API RP 520 : Parts-1 & 2, Design and installation of pressure relieving systems in refineries API

RP 521 : Guide for Pressure Relief and Depressing Systems

API RP 550 : Manual on installation of refinery instrument and control systems

API 6D : Specification for pipeline valves, end closures and swivels

API 5L : Specification for Piping British Standard Specifications

BS 449 : Structural Steel Work



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Instrumentation: Instrumentation shall generally be in accordance with the applicable sections of the following principal codes of practice

BS 1041 : Code for Temperature Measurement

BS 1042 : Code for Measurement of Fluid Flow in Pipes;

BS 5501 : Part-1, Electrical apparatus for potentially explosive atmospheres

API RP 550: Manual on Installation of Refinery Instrument Control Systems

API RP 521: Grade for Pressure Relief & Depressurizing Systems

ISA A5.1: Instrument Symbols & Identification BS 2765 : Thermo wells

BS 1259 : Intrinsically safe Electrical Apparatus and Circuits

BS 5345 : Part 1- Selection, Installation and Maintenance of Electrical Apparatus & Circuit

The System comprises of following Key Component :

- a) One 500 Litres SS Storage Tank of required capacity.
- b) A compact Panel with a Metering Pump
- c) Pressure Regulator for Tank Blanketing and Pump Operation
- d) Inter connecting tubing
- e) Injection Probe assembly f. PLC.

1.2 ODORIZING SYSTEM

1. Scope shall include Design, drawing, material procurement, fabrication & commissioning of packaged injection in type Natural Gas Odorization System.
2. The odorizing system shall have an automatic odorant injection facility into the natural gas stream depending upon the existing flow rates in the Natural Gas Pipeline.
3. The Odorizing System and components are designed to be Compatible (80% TBM +20% MES), TBM, THT, ETHYL MERCAPTAN, TBM+THT blends & TBM+IPM blends.
4. **Odorant Storage Containers:** - 1 No. Odorant Storage Tank of 500 liters capacity having SS 304 Material of Construction. The storage tanks shall be equipped with a Mechanical Level Gauge Indicator. Design shall be as per the ASME Sec. VIII Div 1, the orientation of the tank i.e. Horizontal
5. **Odorant Injection Panel:** - Primary pneumatic driven Pump shall be used for injection of odorant into the pipeline network. All pumps shall be suitable for Hazardous Area Installation with all necessary approvals. The system should be capable of registering the amount of Odorant Injected into the pipeline. The odorant injection system shall be fully controlled by the Electronic Control Unit and the same should function even in case of Power Failure. The entire injection unit shall be

enclosed in a weatherproof cabinet with ease for service & maintenance activities. Injection pump - 2 Nos (1 Working + 1 Standby) 1. Pneumatically actuated positive displacement pump. 2. Pump design incorporates easy maintenance 3. Suitable for hazardous area 4. Flow Measuring Device (VOM) – 01 Nos

6. Scrubber:

1 Nos of Sulfatreat Scrubber/ Activated carbon

1.3 Owner's Scope

- Provision of connecting tap-off and injection point NPT connection.
- Electrical Power source at Safe Area near ECU installation point – Single Phase, 230 V, 50 Hz.
- Civil Works/ Foundation work.
- UPS for the system will be in client scope.

1.4 DATA SHEET- ODORIZING UNIT

Fluid	Natural Gas
Flow Transmitter Measurement device	Verometer- ATEX approved
Flow Rate Maximum	13000 SCMH
Operating Pressure @ Dosing Point	30 Bar
Max. Operating Pressure @ Dosing Point	49.0 Bar
Operating Temperature	0°C -60°C
Design Temperature	65°C
Design Pipe line Rating	#600
Odorant Concentration	To achieve a concentration of 12.0 ppm at Peak Flow Rate
System Compatibility	(80% TBM +20% MES), TBM, THT, ETHYL MERCAPTAN, TBM+THT blends & TBM+IPM blends.
Odorant Storage Containers	(500 ltrs.)
Material	SS304 or higher
Inlet, outlet, valves, level gauge, tank level transmitter, level switch (high and low)	SIL 2 Certificate.
Odorant Injection Panel System	PLC based
Pump	pneumatic positive displacement pump
Pump material	SS 316 or higher
Power Supply	
Primary Power Supply	Solar Panel/Others
Secondary Power Supply	Through UPS
Tap-Off & Injection Points	
Tap Off Point No.1:	Gas Inlet to pressurize the odorizing storage tanks
Injection Point No.1:	Odorant Injection Point
Dosing System	1 Working + 1 Standby



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A11P/REPL/006/OU

Date: 23/03/2023

SECTION - V

FORMS & FORMATS



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A11P/REPL/006/OU

Date: 23/03/2023

Form 1
BIDDER'S GENERAL INFORMATION
(Information must be provided on bidder's letterhead)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ Country _____

1-4 Operation Address
(If different from above): _____

City _____ District _____

State _____ Country _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any { If yes, please furnish details } _____

1-11 Bank's Name : _____

1-12 Bank's Branch Address: _____

1-13 Bank Branch Code: _____

1-14 Bank account number: _____



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A1IP/REPL/006/OU

Date: 23/03/2023

1-15 IFSC Code: _____

1-16 MICR Code: _____

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-18 If others, please specify _____

1-19 Details of Directors/ Proprietors/ Partners _____

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-20 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
 - a. Cancelled cheque of the bank account mentioned above



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP /REPL/006/OU

Date: 23/03/2023

RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form

(Mandate for receiving payments through RTGS / NEFT)

1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Bank Name	
	B. Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No	
	G. RTGS / NEFT IFSC Code	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account	
	J. Account No.	
5	Vendor's e- mail id	
6	Reason for change in bank account	

(Mandatorily enclose physical cancelled cheque).

We hereby declare that if the transaction is delayed or done in other bank account because of incomplete or incorrect information, we would not hold the company responsible. We agree that the payment made by ARISE in either the existing bank account or new bank account shall be deemed as effective and due discharge of its liabilities owed to us to the extent of the amount paid.

We further represent and confirm that the aforementioned bank change is neither inconsistent with nor contrary to nor in breach of any order/judgment/direction by any court/tribunal or any authority so appointed by the court/tribunal and any applicable law, rules and regulations . In case of any claim, action or proceedings that may be initiated against ARISE on account of the aforementioned bank change, we undertake to indemnify and keep ARISE harmless and indemnified against the said claims, action and proceedings for all the times and on full indemnity basis. .

In addition to the above, the undersigned represent and warrant that he/she is duly authorized by the aforementioned Company/Partnership Firm (as the case may be) to request ARISE and get the bank account, as mapped in the system of GSL, changed to another bank account.



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP /REPL/006/OU

Date: 23/03/2023

Date: _____

Place: Sign and Seal by only authorized person as per banking records

_____ **BANK Confirmation** _____

We confirm that M/s _____

_____ is having above bank account with us and above request to ARISE has been signed by authorized signatories, same are matching with our banking records.

Date: _____

Place: **Sign and Seal by banks**



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP/REPL/006/OU

Date: 23/03/2023

Form F- 2

**UNDERTAKING FOR UNCONDITIONAL ACCEPTANCE OF ENTIRE SET OF TENDER DOCUMENTS & ZERO
DEVIATION CONFIRMATION**

(on BIDDER Letter head)

To
SIPI-Bénin, Glo-Djigbé Industrial
Zone(GDIZ) 201, Building Residence
Océane – Block: 612 – District: Patte
d'oise – Plot: ZA – 04 BP 612 ☎ +229
21 30 12 13

Tender No :

Dear Sir,

I/We hereby declare that I/we have read, examined & understood the entire set of Tender Documents published against Tender ID:..... & listed as below as well as any Corrigendum/Addendum/Tender Bulletin thereto:

- a) Section - I: Instructions To Bidders (IFB)
- b) Section - II: Technical Scope and Specifications (along with all Annexures, Exhibits, Drawings etc.)
- c) Section - III: Schedule of Rates (SOR)
- d) Section - IV: General Condition of CONTRACT (GCC)
- e) Section - V: Special Condition of CONTRACT (SCC)
- f) Section - VI: Forms and Formats
- g) Corrigendum / Tender Bulletin(s), if any

I/We hereby undertake to agree & accept the same unconditionally vide this declaration.

I/We hereby request you to consider this declaration in lieu of entire set of Tender Document published on the tendering portal as signed & stamped acceptance.

I/we confirm that supporting documents required for BID evaluation as mentioned in IFB as well as all other details, data sheets & documents required to be submitted as stipulated in the Technical Scope/Specifications have been submitted separately in Packet- 2 as stipulated in Section- I: Instructions for Bidder (IFB). I/we hereby further undertake that in absence of any document, ARISE reserves right to call for any other supporting document(s) as may be required for BID evaluation.

I/ We understand that any deviation/exception in any form may result in rejection of bid. I/ We, therefore, certify that I/we have not sought any deviation(s)/ exception(s) and accept the tender documents in entirety.

We agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP/REPL/006/OU

Date: 23/03/2023

Form-3

*DECLARATION FOR NO ALTERNATIVE OR ALTERED OR MODIFIED BID
(ON BIDDER'S LETTER HEAD)*

To
SIPI-Bénin, Glo-Djigbé Industrial
Zone(GDIZ) 201, Building Residence
Océane – Block: 612 – District: Patte
d'oie – Plot: ZA – 04 BP 612 ☎ +229
21 30 12 13

Dear Sir,

We (Name of the bidder) confirm that we have not submitted any alternative bid.

We also confirmed that we have not altered or modified any part of this Bid Document.

SIGNATURE AND SEAL OF BIDDER



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP/REPL/006/OU

Date: 23/03/2023

Form 4

**CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING
SUPPLY OF GOODS/WORKS/SERVICES**

Based on its books of accounts and other published information authenticated by it, {this is to certify that
LOA/ PO/ WO no.dated.....was awarded to
..... (Name of the bidder) by..... (Name of the client)
to execute..... (Name of the supply/ work/ service). The Supply/ works/ services
commenced on (Date) was/ is likely to be completed on
..... (Date, if any). It is certified that the total value of contract/order executed
by..... (Name of bidder) was
(Specify currency & amount) and executed value was..... (Specify currency
& amount).

Name of Audit Firm:
[Signature of authorized signatory]

Chartered Accountant:

Date:
Designation:
Seal:
Membership
no.

Name:



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP/REPL/006/OU

Date: 23/03/2023

Form 5

(On bidder Letter Head)

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT*
(For supply of Goods/Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s. _____
(Name of bidder) and certify the following:

ANNUAL TURN OVER OF LAST 3 YEARS:

Year	Amount (EURO)
Year1: 20__ - ____	
Year2: 20__ - ____	
Year3: 20__ - ____	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year 20__ - ____
	Amount (EURO)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and freereserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. for the purpose of this Tender document (i) Annual Turnover shall be "Sale value/ Operating income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus".
4. *Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.

(SIGNATURE OF BIDDER WITH SEAL)



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

DECLARATION

(On Bidder's letter head)

To

SIPI-Bénin, Glo-Djigbé Industrial
Zone(GDIZ) 201, Building Residence
Océane – Block: 612 – District: Patte
d'oie – Plot: ZA – 04 BP 612 ☎ +229 21
30 12 13

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

We also confirm that we have not been banned or delisted by any government (national, state or local governments), PSU, PSU-JV, government ministry and/ or other government entities from quoting.

SEAL AND SIGNATURE OF BIDDER



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

**DECLARATION OF TENDER DOCUMENT PURCHASED/
DOWNLOADED
(On Bidder's letter head)**

Date:

To
SIPI-Bénin, Glo-Djigbé Industrial
Zone(GDIZ) 201, Building Residence
Océane – Block: 612 – District: Patte
d'oie – Plot: ZA – 04 BP 612 ☎ +229
21 30 12 13

Sub: Bid Document no. _____

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account. Also, no alterations have been made to the original tender document as provided by SIPI-Benin.

Yours faithfully,

Signature
Name & Designation
For and on behalf of



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

COVERING LETTER ON LETTER HEAD FOR STATUTORY AUDITOR

To,

Date:

Subject: Certificate regarding

Dear Sir,

We..... (Name of the Statutory Auditor/ Chartered Accountant) are the Statutory Auditor/ Chartered Accountant of M/s. (Name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place:
Date:
Membership No.
Encl.: As above

(Signature)
Name of Authorized Signatory

Note:

Bidder whose accounts are not audited by the auditors as per law/ jurisdiction, certification from Chartered Accountant to be submitted.



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

PROFORMA FOR LETTER OF AUTHORITY

Date:

SIPI-Bénin, Glo-Djigbé Industrial
Zone(GDIZ) 201, Building Residence
Océane – Block: 612 – District: Patte
d'oise – Plot: ZA – 04 BP 612 ☎ +229 21
30 12 13

Sub: Bidding Document for

Sir,

We _____ hereby authorize following representative(s) to attend the Un-priced Bid opening and Priced Bid opening against above Bidding Document:

1. Name & Designation _____ Signature _____

2. Name & Designation _____ Signature _____

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.Yours

faithfully,

Signature
Name & Designation
For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

Form F-10

Details of litigation (on Bidder's letter head)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.



TENDER FOR SUPPLY OF ODORIZING UNIT AT COTONOU, BENIN OF WEST AFRICA



Tender Document No: A I I P / REPL / 006 / OU

Date: 23/03/2023

CONTRACT – PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date.....

To SIPI-Benin

PURCHASER ORDER NO.....DATED.....

Dear Sir,

In consideration of the SIPI-Benin (hereinafter referred to as thePURCHASER which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work of ... to ...having its Principal Office at ... (hereinafter referred to as "VENDOR(SELLER)"/"CONTRACTOR)" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply/execution by issue of PURCHASER'S Purchaser order No. dated..... And the same having been accepted by the VENDOR(SELLER/CONTRACTOR) resulting into CONTRACTS for supplies of materials equipments/execution of works/services as per above Purchaser Order having a total value of.....for the complete supply of materials/equipments/execution of works/services and the VENDOR(SELLER/CONTRACTOR) having agreed to provide a Contract performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to PURCHASER.

We (Bank)having its Head Office at..... (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the PURCHASER/PURCHASER, on demand any and all moneys payable by the seller/Contractor to the extent of___% (___ percent) of the Contract price without any deviation and protest as aforesaid at any time up to... and without reference to the VENDOR(SELLER/CONTRACTOR). Any such demand made by PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between PURCHASER and VENDOR(SELLER/CONTRACTOR) or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the PURCHASER discharges the guarantee. PURCHASER shall have the fullest liberty without affecting in any way the liability of theBANK under this guarantee from time to time to extend the time for performance by VENDOR(SELLER/CONTRACTOR) of the aforementioned contract. PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against VENDOR(SELLER/CONTRACTOR) and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between PURCHASER and VENDOR(SELLER/CONTRACTOR) or any othercourse of or remedy or security available to PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of PURCHASER or any other indulgence shown by PURCHASER or by any other matter or thing whatsoever which under law would, but for thisprovisions, have the effect of relieving the BANK.



TENDER FOR SUPPLY OF ODORIZING UNIT AT COTONOU, BENIN OF WEST AFRICA



Tender Document No: A I I P / REPL / 006 / OU

Date: 23/03/2023

Bank Guarantee No.....
Date.....

The BANK also agrees that PURCHASER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal Debtor, in the first instance without proceeding against VENDOR(SELLER/CONTRACTOR) and notwithstanding any security or other guarantee that PURCHASER may have in relation to the VENDOR'S(SELLER'S/CONTRACTOR'S) liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall be remain in force upto and including and shall be extended from time to time for such period as may be desired by the VENDOR(SELLER/CONTRACTOR) on whose behalf this Guarantee has beengiven.

Dated this the _____ day of _____ 2021 _____ at _____

- 1. The guarantee shall not be affected by any change in constitution of the bank or by absorption/merger of bank with any other body or corporation.
2. The guarantee shall be in addition to and not in substitution for any other guarantees or security for the supplier/Contractor given or to the Purchaser in respect of said purchase order by the bank (whether alone or jointly with others.
3. The bank hereby declares that _____(Name of the person signing on behalf of bank) _____ is authorized to sign this guarantee /undertaking on behalf of the bank and to bind the bank thereby.
4. Any notice by way of request, demand or otherwise hereunder may be sent by post/courier to the bank address and duly verified by proof of delivery will be sufficient & shall be deemed as claim lodging date by Purchaser.
5. This guarantee is operative at _____ in Benin (name and address of the branch) branch, _____(Place).
6. Details of issuing and operating branches are as under:

Table with 3 columns: Outstation Bank details, Local Operating bank details. (Benin), and an empty column. Rows include Postal Address, Telephone no / Fax No, Contact person, and Email ID.

- 7. These present shall be governed by and construed in accordance to Republic of Benin law.



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

Bank Guarantee No.....
Date.....

Notwithstanding anything contained herein above:-

1. *Our liability under this Bank Guarantee shall not exceed Rs----- (amount in word).*
2. *This Bank Guarantee shall be valid up to.....*
3. *We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before -----.”(1 month beyond expiry date.)*

*WITNESS
(Signature)*

*(Name)
(Official Address)*

(Signature Bank Signatory)

*Bank Rubber Stamp
(Name)*

*Designation with Bank
Stamp plus Attorney as
Per Power of Attorney*

*No.....
Dated.....*



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A IIP/REPL/006/OU

Date: 23/03/2023

TECHNO-COMMERCIAL INFORMATION

(To be filled serial-wise on the bid in the provided format)

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as “attached”, “enclosed”, “submitted” or other such terms alone should be avoided.

Bidder Organization Name		
Sr.	Requirement	Response
General Information		
1	Date of incorporation of company	
2	Company Address(es)	
3	No. of years in business	
4	Type of Firm (Proprietary / Partnership / Private Ltd. / PublicLtd.)	
5	Details of Directors / Proprietors / Partners	
6	Phone no. of contact person	
7	Email ID of contact person	
Technical BEC		
1	The Bidder shall have designed, fabricated, integrated, tested and supplied at least the one (01) number of Odorizing Unit for Hydrocarbon Services in the last seven (07) years reckoned from the bid due date.	Agree
2	If the manufacturer does not sell his products directly but If the manufacturer does not sell his products directly but through his dealer/ distributor/ subsidiary, he can authorize a single agency to submit the bid. In such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.	Agree



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



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Date: 23/03/2023

Details in support of Technical BEC

1	Any one past reference client (Mention Client Company Name)	
2	Reference client's PO / work order defining the complete scope of work	
3	Copy of SOR clearly describing the scope of work	
4	Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ Consultant or their authorized representative for relevant orders	

Financial BEC

1	Bidder's turnover for preceding financial year.	
2	Bidder's turnover for second to last preceding financial year	
3	Bidder's turnover for third to last preceding financial year	
4	Bidder's net worth for preceding financial year, should be positive.	
5	Bidder's working capital for preceding financial year.	

Commercial Terms and Conditions

1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2	Bidder has submitted the Declaration for Bid Security as per proforma required against tender document	Agree
4	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
5	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
6	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
7	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
8	Bidder accepts the contractual validity period as per tender	Agree
9	Bidder accepts the terms of payment as per tender	Agree
10	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree



TENDER FOR SUPPLY OF ODORIZING UNIT AT
COTONOU, BENIN OF WEST AFRICA



Tender Document No:
A I I P / R E P L / 0 0 6 / O U

Date: 23/03/2023

11	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
12	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
13	Bidder accepts all statutory compliances against tender	Agree
14	Bidder has read and accepts the tender document in toto	Agree
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree