



SIPI-Benin

**TENDER FOR
LAYING OF PE 100 PIPE AT COTONOU, BENIN OF WEST AFRICA**

TENDER NO: AIIP/REPL/004/C-PE



Resonance Energy

RESONANCE ENERGY PVT LTD

**VOLUME I OF II
COMMERCIAL VOLUME**

INTERNATIONAL COMPETITIVE BIDDING

0	10/08/2023	Issued for Bids	KC	PG	AN
Rev	Date	Description	Prepared by	Checked by	Approved by

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INVITATION FOR BIDS (IFB)



Resonance Energy

Tender Document No:
A IIP/REPL/004/C-PE

Date: 10/08/2023

SECTION - I
INVITATION FOR BIDS (IFB)

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 is for laying of a pipeline network at Cotonou, Benin of West Africa for supplying Natural Gas to Industrial/ Commercial consumers.

3.0 BRIEF SCOPE

- 3.1 The scope of supply covers laying of PE-100 Pipes and associated works at Cotonou, Benin of West Africa.
- 3.2 For detailed Scope of work and specifications, refer technical volume II of II.

4.0 DISPATCH SCHEDULE

- 4.1 Not Applicable

5.0 BID VALIDITY

- 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 may 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, and vijay@energyworld.biz

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7.0 DETAILS OF BID DOCUMENTS

7.1	SUBJECT	LAYING OF PE 100 PIPE AT COTONOU, BENIN OF WEST AFRICA
7.2	TYPE OF BID	INTERNATIONAL COMPETITIVE BIDDING
7.3	TENDER DOCUMENT NUMBER	TENDER NO :AIIP/REPL/004/C-PE
7.4	PRE-BID MEETING DATE & TIME	16.08.23 at 10:30 HRS (WAT) 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: cp12@energyworld.biz
7.5	BID SUBMISSION DATE & TIME	30.08.23 till 18:00 HRS (WAT) , Bids should be submitted by E-mail as per clause no. 6.3 of IFB
7.6	BID SECURITY (EMD)	Not Applicable
7.7	BID DOCUMENT FEE	Not Applicable
7.8	BID VALIDITY	90 days from the bid due date.
7.9	TECHNICAL BID OPENING DUE DATE	31.08.23 at 10:30 HRS (WAT)
7.10	COMMERCIAL BID OPENING DUE DATE	Date & Time shall be intimated to the technically qualified bidders
7.11	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

WAT – West African Time

8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL:

8.1.1 The Bidder should have laid, tested & commissioned 25 Km of 63 MM or higher diameter, PE laying as a main contractor for Gas/Water Or other utilities (jointing done by electrofusion jointing method) during last 5 years in a single contract, to be reckoned from the final due date of submission of bid.

Or

8.1.2 Bidder should have laid, tested & commissioned 75 Km of 63 /90/125 MM or higher diameter, PE laying as a main contractor for Gas/Water or other utilities during last 5 years in multiple contracts to be reckoned from the final due date of submission of bid. (jointing done by electrofusion jointing method)

8.1.3 Bidder should be considered as qualified bidder based on submission of documentary evidence of work/work-order along with completion certificate for the same purchase/work order directly issued by the CGD Company.

8.1.4 Bidder should have International / overseas or regional Africa turnkey work experience of similar project work for underground utilities pipelines / linear infrastructure projects – in African countries.

8.2 FINANCIAL

8.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the three preceding financial years shall meet the turnover requirement of **2.0 million Euro**.

8.2.2 Net Worth

Bidder's Net worth should be **positive** as per the preceding financial years audited financial statement.

8.2.3 Working Capital

The minimum working capital of the bidder as per audited financial statement for the immediately preceding financial year shall be **0.50 million Euro**.

NOTE:

In case of tenders having bid submission date up to 6 months from the end of the preceding financial year as followed by the bidder's firm, and audited financial results of the immediate three preceding financial years from bid submission date are not available, the bidder can submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after the 6th month from the end of the preceding financial year as followed by the bidder's firm, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years from the bid submission date.

The bidder shall be required to submit documentation and proof of the above requirements and purchaser may at its DISCRETION make additional checks for the same.

8.3 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. Audited Balance sheet and Profit & Loss of the last three preceding financial years with Auditors Report.
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

9.1 Tender fee has been waived off.

10.0 PRE-BID MEETING

10.1 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 two days prior to pre-bid meeting date. The pre bid meeting will be organized through video conferencing.

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 individuals (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.

14.0 SINGLE POINT RESPONSIBILITIES

- 14.1 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.

15.0 COST OF BIDDING

- 15.1 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.
- 15.2 Overall subletting of the contract or major part of the project is strictly not allowed. The main bidder must execute the project by themselves.
- 15.3 Subcontractors for local labor supply and other misc. civil work will be allowed only with prior approval of EIC.

16.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 16.1 Bid documents are 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.

17.0 CONTENT OF BID DOCUMENTS

17.1 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).

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

Volume II : Technical Volume

Schedule of Rates (SOR)

17.2 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.

18.0 CLARIFICATION ON BID DOCUMENTS

18.1 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 days prior to the pre-bid meeting date. Purchaser will not entertain any queries received after 1800 HRS (WAT) 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 be considered to form a part and parcel of the Bid documents.

19.0 AMENDMENT OF BID DOCUMENTS

19.1 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.

19.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 18.0 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 bidder’s 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.

19.3 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.

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

20.0 LANGUAGE OF BID

20.1 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.

20.2 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.

21.0 DOCUMENTS CONSTITUTING THE BID

21.1 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

22.0 BID PRICES

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

22.2 Bidder has to indicate price in the "Schedule of Rates" (SOR) as per line item.

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

23.0 PRICE BASIS

23.1 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).

24.0 CURRENCIES OF BID

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

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

25.1 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.

25.2 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.

25.3 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.

26.0 BID SECURITY/ EMD

26.1 Bid Security / EMD has been waived.

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27.0 FORMAT AND SIGNING OF BID

- 27.1 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.
- 27.2 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.

28.0 DEVIATIONS

- 28.1 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.
- 28.2 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 awarding 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.
- 28.3 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.

29.0 PREPARATION AND SUBMISSION OF BIDS

- 29.1 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:
- 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 favors 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 (Annexure – I)
 - 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

30.0 SUBMISSION OF BIDS

30.1 Bid must be submitted by E-mail in two different file attachment.

30.2 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

30.3 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) The password of Price-bid shall be divided into three parts with individual 6 (six) characters. First part (first 6 character) of password shall be shared to email id: sanjay.jain@arisenet.com, second part (last 6 character) shall be shared to email id: yijay@energyworld.biz
- c) Unprotected submission of price bid shall be liable to rejection of bid.

31.0 DEADLINE FOR SUBMISSION OF BIDS

31.1 The bid must be submitted through E-mail as specified in IFB not later than the time and date specified in IFB.

31.2 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.

32.0 LATE BIDS

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

33.0 MODIFICATION AND WITHDRAWAL OF BIDS

33.1 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.

33.2 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.

34.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

34.1 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).

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34.2 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.

35.0 REJECTION CRITERIA

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

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

- Contract Performance Bank Guarantee as per tender.
- Period of validity of bid shorter than specified.
- Price changes on account of technical/ commercial clarification and/ or validity extension.
- Resolution of Dispute/ Arbitration clause.
- Payment terms.
- Delivery schedule
- Price Reduction Schedule.
- Price not quoted as per SOR.
- Warranty / Guarantee
- Force Majeure
- Applicable Law
- Scope of Work
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

36.0 KEY PERSONEEL

S.No.	Designation	Experience
1	Project Manager (PM)	Postgraduate or B. Tech Graduate in Mechanical, Civil, Electrical with minimum 15 years of similar work experience and designated as Project Manager in the company for minimum 2 years.
2	Resident Construction Manager (RCM)	B. Tech Graduate in Mechanical, Civil, and Electrical with minimum 10 years of similar work experience and designated as Resident Construction Manager in the company for minimum 2 years.
3	QA/QC Engineer	B. Tech Graduate in Mechanical, Civil with minimum 5 years or Diploma in Mechanical, Civil, Electrical with minimum 10 years of similar work experience and designated as QA/QC Engineer.
4	Planning Engineer	B. Tech Graduate in Mechanical, Civil with minimum 5 years or Diploma in Mechanical, Civil, Electrical with minimum 10 years of similar work experience and designated as Planning Engineer.

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5	Safety Engineer	B. Tech Graduate in Safety Engineering/B. Tech with Post-graduate Diploma/master's in safety with minimum 5 years of similar work experience and designated as Safety Engineer.
6	Site Engineer	B. Tech Graduate in Mechanical, Civil, Electrical with minimum 5 years or Diploma in Mechanical, Civil with minimum 10 years of similar work experience and designated as Site Engineer.
7	Liaison Officer	B. Tech or Science graduate with minimum 5 years of experience in local liaison work with various government and statutory authorities, local public, NGO etc. for execution of the project.

NOTE: Key personnel's and their qualification Form-12 (A) & 12(B) to be certified on the company letter head by the HR Head or Head of the company that the same are available on the payroll of the company.

37.0 EVALUATION AND COMPARISON OF BIDS

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

37.1 QCBS EVALUATION CRITERIA

Technical: -

To become eligible for short listing in the technical bid, bidder must secure at least 75% marks in aggregate. Based on the highest score, a technical score will be worked out.

Financial: -

Based on the lowest quote as 100 %, the financial score in percentage will be worked out.

37.2 SCORING CRITERIA

The bidder meeting the eligibility criteria will be evaluated by scoring method based on details furnished by them:

- a. Financial strength - **Maximum 20 Marks (Last Five years)**
- b. Experience in similar nature of work - **Maximum 20 Marks (Past 5 years)**
- c. Offices, Plant and Equipment set up in African Countries - **15 Marks**
- d. Technical Strength in execution of similar project - **10 Marks**
- e. Key personnel associated with the organization and technical competency - **Maximum 10 Marks.**
- f. Detailed presentation about understanding of the project and technical know- how - **25 Marks.**

Gross Marks Total 100 Marks

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S. No	Attributes	Marks	Evaluation
FINANCIAL STRENGTH			
1	Annual turnover for Last 5 (Five) years	20 marks	i. 50% Marks for minimum eligibility ii. 100% Marks for twice the eligibility criteria or more iii. In between (i) and (ii) - On pro rata basis.
EXPERIENCE IN SIMILAR NATURE OF WORK			
2	International Experience in PE Laying Work/ Linear infrastructural projects along with monetary value, Clients, and proof of satisfactory completion of works. (Bidder to submit PTR)	20 marks	Outside Africa: 10 Marks Within Africa: 10 Marks
3	Project Manager cum Team Leader (PM / TL) – 1 No.	10 marks	3 marks
	Resident Construction Manager - 1 No.		2 marks
	QA/QC Engineer – 1 No.		1 marks
	Planning Engineer – 1 No.		1 marks
	Safety Officer – 1 No.		1 marks
	Site Engineer – 3 Nos		1 marks
	Liaison officer – 1 Nos		1 marks
PLANT AND EQUIPMENT			
4	Ownership of offices, Plant and Machinery required for laying (Machine includes HDD Machine, Excavator, Hydra Machine, and other tool & tackles) in Africa	15 marks	
5	Detailed technical presentation about understanding of the project and technical know-how - 30 minute	25 marks	Good -10 marks Average - 15 marks Better -20 Marks Excellent - 25 marks
6	The Bidder should have laid, tested & commissioned 25 Km of 63 MM or higher diameter, PE laying as a main contractor for Gas/Water Or other utilities (jointing done by electrofusion jointing method) during last 5 years in a single contract, to be reckoned from the final due date of submission of bid. Or Bidder should have laid, tested & commissioned 75 Km of 63 /90/125 MM or higher diameter, PE laying as a main contractor for Gas/Water or other	10 marks	Between 22-100 km : 4 marks
			Between 100-150 km : 8 marks
			More than 132 km : 10 marks

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	utilities during last 5 years in multiple contracts to be reckoned from the final due date of submission of bid. (jointing done by electrofusion jointing method)		
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The assessment will be done on the above basis. Hence Bidder's must submit authentic information with supporting documents as above.

37.2.1 FINAL EVALUATION FOR SELECTION: (QCBS Evaluation):

The Final Evaluation for selection will be based on combined evaluation of Technical +Financial score. Weightage for Technical and Financial score will be **50:50**.

37.2.2 MODE OF EVALUATION:

The Evaluation will be QCBS (Quality- Cost Based Selection) Evaluation.Final Score:

$$F: = 0.5XTs+0.5XF_s$$

Ts = Technical Score, FS = Financial score

37.3 NOTES ON 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.

38.0 CONTACTING THE PURCHASER/ CONSULTANT

- 38.1 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.
- 38.2 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.

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

- 39.1 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.

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

- 40.1 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.

41.0 NOTIFICATION OF AWARD

- 41.1 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.
- 41.2 The date of Letter of Acceptance (LOA / First Intimation for notification of award will constitute effective date.
- 41.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 41.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 41.5 Letter of intent read in conjunction with bid documents shall be binding Contract.

42.0 CORRUPT OR FRAUDULENT PRACTICES

- 42.1 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:
- 42.2 Defines for the purposes of this provision, the terms set forth below as follows:
- a. "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
 - b. "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.
- 42.3 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.
- 42.4 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.
- 42.5 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).



**GENERAL CONDITIONS OF CONTRACTS
(GCC)**



Resonance Energy

Tender Document No: :
A IIP/REPL/004/C-PE

Date: 10/08/2023

**SECTION - II
GENERAL CONDITIONS OF CONTRACT (GCC)**

1.0 DEFINITIONS:

The following definitions shall be applicable for the entire CONTRACT.

- 1.1 **“Affiliate”** - Shall mean in relation to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by that Party, or is under common control along with that Party. It being understood that the term “control” used herein means ownership by one Person of more than fifty percent (50%) of the voting securities of the other company, or such a Person having the power to direct, administer and dictate the policies of the other company or where such Person has the ability or entitlement to appoint a majority of the Board of Directors of the other Person even where the voting securities held by such a Person exercising such effective control in that other company is less than fifty percent (50%) and the term “Controlled” shall be construed accordingly.
- 1.2 **“Amendment”** - Shall mean the addition to and/or the deduction from quantity or scope of work or CONTRACT/Rate validity or any other way of varying the CONTRACT.
- 1.3 **“Books And Records”** - Shall mean comprise a Party’s books and records in relation to the matters pertaining to this CONTRACT including, without limitation, its corporate books, bank statements, books of account and supporting documentation (including, without limitation, invoices), whether in paper or other form.
- 1.4 **“Claims”** - Shall mean liens, claims, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including without limitation, those made or enjoyed by dependents, heirs, claimants, executors, Administrators, successors, survivors or assigns.
- 1.5 **“Contract”** - Shall mean these GENERAL TERMS of CONTRACT, together with the SPECIAL TERMS of CONTRACT, Letter of Award (LOA) / Purchase Order/ Rate Contract/ Call out Order, including AMENDMENT(s) and all exhibits/ appendices attached hereto and/or incorporated by reference, as originally executed or, as may from time to time, be supplemented or amended in accordance with the Applicable provisions hereof.
- 1.6 **“Contract Period”** - Shall mean the period in which CONTRACT shall be valid and in force
- 1.7 **“Contract Value”** - Shall mean the price payable to the CONTRACTOR under the CONTRACT for the full and proper performance of his contractual obligations and shall be based on the actual GOODS supplied/SERVICES rendered & certified by OWNER and/or Third-Party Inspection Agency.
- 1.8 **“Contractor/Seller”** - Shall mean the person, firm, Limited Liability Partnership/Company (LLP/LLC) or company with whom CONTRACT is entered into by the OWNER for providing GOODS/SERVICES. The term includes its legal representatives, successors and assigns.
- 1.9 **“Contractor Group”** – Shall mean the CONTRACTOR and its AFFILIATES, agents and its or their employees, directors and / or officers, legal representatives, Successors and assigns.
- 1.10 **“Contractor’s Equipment”** - Shall mean any item supplied or used by the CONTRACTOR and/or its SUBCONTRACTORS pursuant to this CONTRACT.
- 1.11 **“Contractor’s Personnel”** - Shall mean the employees, directors and / or officers, legal representatives, successors and assigns of the CONTRACTOR GROUP employed, engaged or provided under this CONTRACT.
- 1.12 **“Contractor Representative”** - Shall mean the person appointed from time to time by the CONTRACTOR and notified in writing to the OWNER to act as its representative for the purpose of this CONTRACT or, in absence of such notification, the CONTRACTOR.
- 1.13 **“Delivery Point/Site”** - Shall mean the point/location/region for delivery of GOODS and/or execution of SERVICES designated by the OWNER.

- 1.14 **“Force Majeure”** - Shall mean act of God, flood, drought, earthquake, cyclone or other disaster, epidemic, plague, fire, act of war or like event which are unpredictable and outside the reasonable control of the affected PARTY, and which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which, or any consequences of which, have a material and adverse effect upon the performance by the affected PARTY of its obligations under this CONTRACT.
- 1.15 **“GCC”** - Shall mean the General Conditions of CONTRACT
- 1.16 **“Goods”** - means the goods/materials specified in this CONTRACT to be supplied by the CONTRACTOR pursuant to and in accordance with the performance parameters & terms of this CONTRACT and complete in all respects to comply with the specifications and requirements stipulated in this CONTRACT.
- 1.17 **“Local Tax”** - Tax regime applicable to the companies and the operations under this contract in Benin.
- 1.18 **“Local Tax Laws”** - refers to Benin General Tax Code and any other law and decree of application of this code.
- 1.19 **“Government / Government Authority”** - Shall mean the Government of Benin or State Government or any department, authority, ministry, commission, instrumentality, or agency of the Government, or any central, regional, local or municipal authority; any court or governmental tribunal, quasi-judicial or any regulatory authority or any other authority of the Government lawfully exercising jurisdiction over CONTRACT and/or the operations arising out of CONTRACT whether under an Act of Parliament, or any state legislature or otherwise.
- 1.20 **“HSE Norms”** - Shall mean the Health, Safety and Environmental (HSE) norms of the OWNER which are to be followed by the CONTRACTOR to ensure safety in the OWNER’s business and which are based on generally accepted standards, procedures and practices in the natural gas Industry.
- 1.21 **“HSN”** - Shall mean Harmonized System of Nomenclature, as defined under TAX LAW, for classification of materials for TAX applicability.
- 1.22 **“Intellectual Property Rights (IPR)”** - Shall mean and include any patent, copyright including the copyright in the signage’s, registered design/industrial design, trademark (whether or not registered), know-how, Confidential Information or other industrial or intellectual property right presently held or expected to be held by the OWNER under the LAW or under law in any part of the world, including a right to apply for such intellectual property Protection/registration.
- 1.23 **“Owner/Buyer”** - Shall mean SIPI-BENIN (SIPI) having its registered office at 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.
- 1.24 **“Owner Group”** - Shall mean the OWNER and its AFFILIATES, co-ventures, co- licensees and their suppliers other than the CONTRACTOR or agents and its or their employees, directors and / or officers.
- 1.25 **“Owner Representative/ Contract Owner/ Engineer-In-Charge (EIC)”** - Shall mean the person appointed from time to time by the OWNER and notified in writing to the CONTRACTOR to act as the OWNER’s REPRESENTATIVE / CONTRACT OWNER for the purpose of this CONTRACT or, in absence of such notification, the OWNER.
- 1.26 **“Party Or Parties”** - Shall mean the OWNER and the CONTRACTOR collectively referred to as Parties and individually as Party.
- 1.27 **“Schedule Of Rates (SOR)”** - Shall mean unit rates mentioned in/ attached to CONTRACT agreed between OWNER and CONTRACTOR
- 1.28 **“Services”** - Shall mean all required jobs or activities to be executed by the CONTRACTOR as per the scope of work detailed in the CONTRACT.

1.29 “**SFMS**” - Structured Financial Messaging System

1.30 “**SCC**” - Shall mean the Special Conditions of CONTRACT

1.31 “**Subcontractor**” - Shall mean the subcontractors, consultants, suppliers, intermediaries, and any other person providing services to or acting on behalf of CONTRACTOR who are involved in matters pertaining to this CONTRACT.

2.0 GENERAL:

2.1 The General Conditions of CONTRACT (GCC) shall be read in conjunction with all other parts of the CONTRACT including the Scope of Work, Technical Specifications, Schedule of Rates (SOR), Drawings and any other exhibits, annexures, appendices, attachments, guidelines & any other documents forming part of, or referenced in the CONTRACT, wherever the context so requires.

2.2 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 CONTRACT.

2.3 In case of contradiction between any of the CONTRACT documents, the following shall prevail in order of precedence:

- a. Schedule of rates (SOR)
- b. Technical Scope & Specifications
- c. Special Condition of CONTRACT (SCC)
- d. General Condition of CONTRACT (GCC)
- e. International Standards & Codes

2.4 Wherever it is mentioned in the CONTRACT that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the unit rates in CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

2.5 Generally, the materials, design, and workmanship shall satisfy the relevant International Standards, the Specifications & scope of work contained herein, and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be fulfilled.

2.6 It will be the CONTRACTOR’s responsibility to bring to the notice of the OWNER REPRESENTATIVE, any conflict in the CONTRACT documents before acceptance of the CONTRACT or commencement of any activities under the CONTRACT, with references for which the conflict exists.

2.7 In the absence of any specifications covering any material, design, or scope of work, the same shall be performed / supplied / executed in accordance with Standard Engineering Practices as per the instructions / directions of the OWNER REPRESENTATIVE, which will be binding on the CONTRACTOR.

2.8 In CONTRACT documents, unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.9 All headings, subtitles, and notes in any part of CONTRACT documents 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.

2.10 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.

2.11 The OWNER shall not be bound by any printed conditions or provisions in the CONTRACTOR’s quotation, bid forms or acknowledgment of CONTRACT, invoices, packing list or any other documents, submitted at any stage before or after the award of the CONTRACT, which imposes any conditions at variance with or

supplemental to CONTRACT.

3.0 SCOPE OF WORK:

3.1 The Scope of Work shall be as specified in the CONTRACT. The CONTRACTOR shall provide all necessary services/materials, equipment, labour, etc. for execution & maintenance of work till completion unless otherwise specified in the CONTRACT.

4.0 THE CONTRACTOR'S PERFORMANCE:

- 4.1 The CONTRACTOR has appeared to have requisite expertise in the provision of the SERVICES/GOODS and the OWNER is at all times relying on the skill, knowledge, and workmanship of the CONTRACTOR.
- 4.2 The CONTRACTOR shall be deemed to have read all documentation relating to the CONTRACT in order to determine the type, quantity and quality of resources including personnel that will be required to provide the SERVICES/GOODS and the CONTRACTOR shall obtain for itself a full understanding and knowledge of the nature and scope of the SERVICES/GOODS to be supplied and of the conditions set out in CONTRACT.
- 4.3 The CONTRACTOR shall provide the SERVICES/GOODS free of any defect, deficiency, or omission of any kind and with diligence and in a thoroughly workmanlike manner to the satisfaction of the OWNER and to the highest standards of skill and care, generally accepted for performing services of a similar nature. The CONTRACTOR shall ensure that the SERVICES/GOODS comply with and meet the requirements of any applicable legislation.
- 4.4 The CONTRACTOR and/or CONTRACTOR'S personnel shall be responsible and are fully aware of and abide by all the provisions of the CONTRACT that relate to them and the CONTRACTOR shall be entirely responsible for the compliance by the CONTRACTOR'S personnel with the provisions of the CONTRACT. The CONTRACTOR shall adhere to and shall ensure that all the CONTRACTOR'S personnel are aware of and comply with all legislations and the OWNER'S policies and procedures, as amended from time to time, including those affecting the health, safety and environmental aspects of the SERVICES/GOODS supplied.
- 4.5 The CONTRACTOR shall act as an independent CONTRACTOR and neither the CONTRACTOR nor its employees shall be, nor deemed to be, either expressly or impliedly, treated employees of the OWNER. The CONTRACT does not create any partnership agreement between the OWNER and the CONTRACTOR.
- 4.6 The OWNER shall have the right to object to and require the CONTRACTOR to remove forthwith any of the CONTRACTOR'S REPRESENTATIVE / PERSONNEL who, in the opinion of the OWNER, misconduct themselves by any manner including, but not limited to, committing fraud or any malpractice or are incompetent or negligent or undisciplined in the proper performance of their duties or fail to comply with any provisions of the CONTRACT, or persist in any conduct which is Prejudicial to health, safety or environment, or whose presence is otherwise considered by the OWNER to be undesirable. Such a person shall not be employed again upon the SERVICES without the prior written consent of the OWNER. Any person so removed from the SERVICES shall be replaced by the CONTRACTOR within 24 hours by other suitable qualified and experienced CONTRACTOR'S PERSONNEL approved by the OWNER. The CONTRACTOR shall not be entitled to any payment or reimbursement of costs arising from OWNER's such instruction to remove any of the CONTRACTOR'S PERSONNEL.
- 4.7 Transportation of all items covered in the scope of the CONTRACT, i.e., OWNER'S free issue materials & the materials to be supplied by the CONTRACTOR, as applicable, will be arranged by CONTRACTOR at his own cost including insurance, storage, handling, transportation etc. CONTRACTOR will also be responsible for taking delivery of free issue material from OWNER'S designated warehouses and transportation to place of work, including its coverage for transit insurance.

- 4.8 The CONTRACTOR shall make his own arrangement for the accommodation & medical assistance to CONTRACTOR'S PERSONNEL at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to workplace or any other place as required, unless specifically agreed by the OWNER in writing, and the OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the CONTRACTOR'S PERSONNEL.
- 4.9 The CONTRACTOR shall arrange for the gate pass & valid identity cards for CONTRACTOR'S PERSONNEL, as per design approved by OWNER, wherever required, at CONTRACTOR's cost. The CONTRACTOR'S PERSONNEL shall be required at all times to carry their respective Identity Cards while on duty and produce them on demand. The CONTRACTOR shall provide from time to time a list of the personnel with names, and their brief work profile, whenever demanded by OWNER.
- 4.10 The CONTRACTOR shall comply in all respects with the timelines specified in the CONTRACT or as intimated by OWNER REPRESENTATIVE. The CONTRACTOR agrees to comply strictly with such scheduling and co-ordination. OWNER reserves the right and authority to reasonably schedule and reschedule the supply of SERVICES/GOODS to effect overall execution of the CONTRACT, including the express right and authority to direct additional manpower, equipment or any other resources, of which the SERVICES/GOODS form part of, and any overtime reasonably necessary to accomplish its obligations hereunder, provided, however, that such reserved right and authority may be exercised only by the express direction in writing by the OWNER, without any additional cost to OWNER. The CONTRACTOR shall promptly submit to the OWNER such schedules and reports pertaining to the CONTRACTOR'S performance of the SERVICES at the time and in the form required by the OWNER.
- 4.11 The CONTRACTOR shall execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, as may be required of the CONTRACTOR in writing by the OWNER.
- 4.12 If the CONTRACTOR fails or is unable, within a reasonable time, to provide the SERVICES /GOODS or to execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, OWNER shall be entitled to perform itself or employ and pay third parties to carry out the required work and if such work comprises the SERVICES/GOODS which, in the opinion of OWNER, CONTRACTOR was liable to do at its own expense under the CONTRACT, then all such expenses, incurred by OWNER as a result of CONTRACTOR's failure or inability to so provide the SERVICES/GOODS, shall be recoverable from the CONTRACTOR by the OWNER, or may be deducted by OWNER from any monies due or which may become due to the CONTRACTOR pursuant to CONTRACT or otherwise.
- 5.0 CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG): REFER SCC**
- 6.0 SCHEDULE OF RATES:**
- 6.1 Rates as set forth in the CONTRACT for all SERVICES to be performed and/or GOODS to be delivered shall be on firm price basis and no escalation will be entertained during RATE VALIDITY PERIOD, with the exception of any price variation specified in the CONTRACT.
- 6.2 The CONTRACTOR is deemed to have satisfied itself as to the circumstances (including risks and contingencies) affecting the price for the provision of the GOODS/SERVICES and/or the cost to the CONTRACTOR of supplying the GOODS/SERVICES and to the correctness and the sufficiency of the rates specified in this CONTRACT for the GOODS/SERVICES which shall, except insofar as it is otherwise provided in this CONTRACT, cover all its obligations under this CONTRACT and all matters and things necessary for the proper supply of the GOODS/SERVICES, whether specifically stated or incorporated by reference to this CONTRACT.
- 7.0 TAXES & DUTIES:**
- 7.1 The CONTRACTOR shall pay and shall ensure that any of its SUBCONTRACTORS shall pay, all

income, corporation, revenue, or similar taxes, howsoever described, and all fines, penalties and interest thereon assessed on the income, profits and gains accruing to the CONTRACTOR or any of its SUBCONTRACTORS from the operation of this CONTRACT. The CONTRACTOR shall be responsible for indemnifying, defending, and holding harmless the OWNER against any claims whatsoever arising in connection with the liability of the CONTRACTOR or any of its SUBCONTRACTORS for any such taxes, penalties, and interest. Further the CONTRACTOR shall be responsible for, indemnify, defend, and hold harmless the OWNER against any Claims whatsoever arising in connection with all taxes assessed or levied against or on account of wages, salaries, benefits, or deemed benefits paid to the CONTRACTOR's PERSONNEL.

- 7.2 The CONTRACTOR shall be required to furnish the OWNER with such particulars as are known to the CONTRACTOR in relation to its or any of its SUBCONTRACTORS activities under this CONTRACT as may be required by the OWNER to fulfil information requests received from any competent tax or GOVERNMENT AUTHORITY. Where requested information is not known to the CONTRACTOR, it shall take reasonable steps to obtain the information necessary to enable it to comply with the request.
- 7.3 The OWNER may, without liability to the CONTRACTOR, withhold sums in respect of any payments which would otherwise be made by the OWNER to the CONTRACTOR or to any of its SUBCONTRACTORS to the extent that such withholding may be required by legislation or orders, rules or directions of any competent tax authority or GOVERNMENT AUTHORITY. Where the requirement for any withholding is avoided by the CONTRACTOR or any SUBCONTRACTORS holding an appropriate exemption certificate, it is the duty of the CONTRACTOR to inform the OWNER that such a certificate is held and to inform the OWNER of any change to or cancellation of the certificate and to provide copies of the certificate or any further information that may be required by the OWNER to satisfy itself that it can make payment without any withholding. The CONTRACTOR shall be responsible for, indemnify, defend, and hold harmless the OWNER against any Claims whatsoever arising in connection with such withholding or failure to withhold as may arise due to the CONTRACTOR's failure to inform the OWNER of any relevant matter in a timely fashion.
- 7.4 The OWNER shall pay to the CONTRACTOR the applicable direct Tax or any other applicable indirect taxes, howsoever described, levied by any competent GOVERNMENT AUTHORITY, chargeable in respect of SERVICES/GOODS properly supplied by the CONTRACTOR under this CONTRACT, provided that the CONTRACTOR provides the OWNER with a valid tax invoice, as required under the applicable tax law or other legislation, to enable a tax credit to be obtained by the OWNER, wherever applicable. The OWNER shall have no liability to pay the CONTRACTOR for any amount to the extent such amount is eligible for relief, reduction, exemption, or recovery by the actions of the CONTRACTOR or any SUBCONTRACTOR.
- 7.5 The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER from and against any taxes levied against it on account of any property or equipment (including the CONTRACTOR'S EQUIPMENT) of the CONTRACTOR or any SUBCONTRACTORS including but not limited to local taxes & duties, occupation and other like taxes and imposts.
- 7.6 The CONTRACTOR shall be responsible for, and pay when due, all taxes and duties, prevailing from time to time, relating to the SERVICES/GOODS supplied. The OWNER shall not be responsible for any such liability of the CONTRACTOR. OWNER shall have the right to withhold required amount from payments due to the CONTRACTOR under CONTRACT to the extent that such withholding may be required by the GOVERNMENT or by any GOVERNMENT AUTHORITY, and the payment by OWNER to the respective GOVERNMENT AUTHORITY of the amount of money so withheld shall relieve OWNER from any further obligation to CONTRACTOR with respect to the amount so withheld. The CONTRACTOR undertakes to indemnify OWNER for any loss, outgoing, fine, penalty etc. that CONTRACTOR suffers for tax purposes for the SERVICES/GOODS supplied to OWNER.
- 7.7 CONTRACTOR shall defend, indemnify, and hold OWNER harmless from and against any and all claims, expenses and proceedings howsoever arising in connection with the liabilities of

CONTRACTOR for any such taxes, fines penalties and interest levied by the GOVERNMENT AUTHORITY or any competent tax authority.

- 7.8 All taxes levied on CONTRACTOR's corporate income or profits shall be in the account of CONTRACTOR and shall not be reimbursed by OWNER.
- 7.9 The OWNER shall also deduct/withhold/charge required amount corresponding to any taxes, prevailing from time to time, levied at the prevailing rates on the Liquidated Damages/ Penalty/ any other such amount deducted/ withheld/ recovered from CONTRACTOR, wherever applicable. The OWNER shall have the right to recover/ deduct such amount from CONTRACTOR's invoice, Bank Guarantee or from any outstanding payments due to the CONTRACTOR.
- 7.10 Any statutory variation on account of taxes & duties, as applicable to the SERVICES/GOODS to be supplied under the CONTRACT within the CONTRACT PERIOD, shall be reimbursed by OWNER or refunded by the CONTRACTOR, as the case may be. Such variation shall be limited to direct transactions between the OWNER and the CONTRACTOR, shown as taxes and duties in CONTRACTOR's invoice. However, any additional tax implication, resulting from delay in delivery of SERVICES/GOODS due to reasons not attributable to the OWNER and/or any change in the taxation, registration status of the CONTRACTOR during the CONTRACT PERIOD, shall be borne by the CONTRACTOR.
- 7.11 CONTRACTOR shall, in addition to other taxes, also be responsible for payment of 'CESS' under the Building & Other Workers Welfare Cess Act, 1996, as applicable, and the same will be deposited with relevant authorities with intimation to the OWNER, failing which OWNER will retain the same from running account bill of CONTRACTOR. Said retention amount shall be released upon submission of challan against payment of Cess under the Building & Other Construction Workers Welfare Cess Act, 1996.

8.0 INVOICING:

- 8.1 Subject to the completion of the CONTRACTOR's obligations in a manner satisfactory to the OWNER in all respects and strictly in accordance with the terms of this CONTRACT, the CONTRACTOR shall submit the invoices to the OWNER for the value ascertained in accordance with the SCHEDULE OF RATES, along with certified measurement sheet or relevant documents as stated by the OWNER REPRESENTATIVE from time to time, for which payment is claimed.
- 8.2 The invoice shall be broken down into individual items in such detail as to enable OWNER to calculate how the total value of the invoice has been reached in accordance to the SOR and shall contain such further information which the OWNER may request. The taxes chargeable in respect of SERVICES/GOODS supplied by the CONTRACTOR under CONTRACT, as applicable, shall be itemized separately.
- 8.3 The CONTRACTOR shall provide proper invoices to OWNER, for the SERVICES/GOODS supplied, containing the below details:
- CONTRACT number with description of works
 - Service code(s) with description, unit of measurement and quantity delivered.
- 8.4 OWNER shall make payment after making deductions, as applicable, but not limited to:
- Tax Deduction at Source (TDS)
 - Liquidated Damages and/or Penalty charges
 - Retention amount
 - Any other taxes/statutory deductions applicable from time to time including applicable taxes levied at prevailing rates on Liquidated Damages / Penalty/ any other such amount deducted/ withheld/ recovered from the CONTRACTOR.

- a. Any sums owed to the OWNER or in case the CONTRACTOR has committed a breach of its obligations under this CONTRACT.
- b. OWNER's decision regarding the above shall be final and binding to the CONTRACTOR.
- 8.5 CONTRACTOR shall submit the invoices immediately upon completion of the job or as per the agreed periodic billing/invoicing cycle, but not later than 5 days from the date of invoice to avoid non-compliance under Indirect Tax Laws. If any interest, penalties, loss or damage is caused to the OWNER, on account of non-compliance of any existing tax laws due to delayed submission of Invoice by the CONTRACTOR (including but not limited to interest or penalties caused to OWNER on account of delayed payment of tax or loss due to non-availability of any tax credit), such interest, penalties, loss or damage will be recovered from the CONTRACTOR.
- 8.6 Invoices which are incomplete, incorrect or in a form which is unacceptable to the OWNER, shall be returned to CONTRACTOR unactioned. If the CONTRACTOR submits invoices that contain erroneous billings repetitively in a manner perceived by the OWNER to be excessive, the CONTRACTOR will be assessed a penalty being a percentage of the value of the erroneous invoice, as decided by OWNER.
- 8.7 If the OWNER disputes any item in any invoice, in whole or in part, then the OWNER, at its sole discretion, may pay only the undisputed portion of such invoice, until such time as the OWNER and the CONTRACTOR have reached agreement as to what payment, if any, is due or what other action will be taken by the OWNER in respect of the disputed amount. The OWNER shall promptly notify the CONTRACTOR of any such disputed amount. The OWNER and the CONTRACTOR shall endeavor to settle expeditiously and in good faith, at the earliest possible date, any such dispute and any agreed adjustment and subsequent payment shall be made promptly following the date of such settlement.
- 8.8 The OWNER shall be entitled to set off against the amounts payable to the CONTRACTOR under this CONTRACT any sums owed to the OWNER by the CONTRACTOR GROUP on any account and howsoever arising.
- 8.9 Unless otherwise specified in the SCC, the OWNER shall pay or cause to be paid the due amount within a period of 30 days from the date of receipt of the complete and correct invoice, duly certified by OWNER'S REPRESENTATIVE as per the terms and conditions of the CONTRACT.
- 9.0 DEDUCTIONS FROM THE CONTRACT VALUE:**
- 9.1 All costs, damages, or expenses which the OWNER may have paid or incurred, which under the provisions of CONTRACT fall under the CONTRACTOR's liability, will be claimed by the OWNER. All such claims shall be billed/notified by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding intimation from OWNER, and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due, such as Contract/ Performance Security, retention money, Bank Guarantee, or payments becoming due to the CONTRACTOR under the CONTRACT or maybe recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.
- 10.0 PRINTS, DRAWINGS & SPECIFICATIONS (AS APPLICABLE):**
- 10.1 The CONTRACTOR shall prepare at its own expense and submit to the OWNER such drawings and data as necessary for the performance of this CONTRACT. The OWNER REPRESENTATIVE shall have the right to generally approve all drawings and/or data but such approval or acceptance shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT. The CONTRACTOR shall supply, at no extra cost, legible copies of such drawings and data, as applicable.
- 11.0 INSPECTION, MONITORING, TESTING AND EXPEDITING:**
- 11.1 The OWNER, by its authorized officers and agents, shall at all times be granted access to the CONTRACTOR's premises and/or wherever SERVICES are being performed or any materials, plant

and/or equipment are being constructed, manufactured, or stored, for expediting, inspecting, monitoring and testing of the SERVICES/GOODS.

- 11.2 Any expediting, monitoring, review, approval, acknowledgement, test or acceptance or waiver thereof by the OWNER shall not relieve the CONTRACTOR from any of its obligations under this CONTRACT in respect of any subsequent defects in the design, quality, materials, workmanship, or fitness for purpose of the SERVICES/GOODS.
- 11.3 Wherever applicable, before delivering the GOODS, the CONTRACTOR shall, at no extra cost to the OWNER, unless otherwise specified in the CONTRACT, inspect and test the GOODS for compliance with this CONTRACT and supply to the OWNER legible certificates of the results of such inspection and testing, duly signed & stamped by authorized representative of the CONTRACTOR, as may be reasonably required by the OWNER or required by legislation.
- 11.4 The GOODS may be inspected by the OWNER (i) At OWNER site and/or (ii) At factory premises of the CONTRACTOR/SUBCONTRACTOR or Third party duly approved by the OWNER. The CONTRACTOR shall extend all necessary cooperation to the OWNER / Third Party Inspection agency in carrying out the inspection, as the case may be.
- 11.5 In case if the CONTRACTOR offers the GOODS for inspection and the same fails then third-party re-inspection costs as per CONTRACT terms will be borne by the CONTRACTOR, unless explicitly specified otherwise in the CONTRACT.

12.0 MARKING OF THE GOODS (AS APPLICABLE):

- 12.1 Wherever applicable, the CONTRACTOR shall ensure that the GOODS and, where the components of the GOODS are manufactured by different parties, those components are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark which clearly identifies the manufacturer. In addition, where the CONTRACTOR is not the manufacturer, the CONTRACTOR shall ensure that the GOODS are, without infringing third parties' rights including IPR, clearly and permanently marked as having been supplied by the CONTRACTOR to the OWNER.
- 12.2 The CONTRACTOR shall ensure that prior to deliver the GOODS and all components are marked in accordance with the provisions of the CONTRACT. Where CONTRACT makes no such provision, the GOODS or any components shall not (without the prior written consent of the OWNER) be marked with the name, badge or any other mark used exclusively by the OWNER. Any GOODS or components so marked shall not be disposed of to any third party without the prior written consent of the OWNER unless such markings are first erased to the satisfaction of the OWNER.

13.0 PACKAGING AND CARRIAGE (AS APPLICABLE):

- 13.1 The GOODS shall be created, palletted or packed in any such manner so as to reach the DELIVERY POINT undamaged and in good condition.
- 13.2 Unless otherwise stated in this CONTRACT, all costs such as packaging & carriage shall be included in the CONTRACT VALUE. Returnable cases, packages and other containers shall be supplied by the CONTRACTOR free of charge, unless agreed otherwise previously in writing. Where previously requested in writing, such returnable cases, packages, and other containers will be returned to the CONTRACTOR but, whilst reasonable care shall be taken to ensure that they are received by the CONTRACTOR in good condition, such return shall be at the CONTRACTOR's risk and expense.
- 13.3 The CONTRACTOR shall send with each consignment of the GOODS, as applicable:
- A packing note (together with a copy of material test certificate(s), where applicable) with the GOODS, detailing the number of this CONTRACT, description, code number (if any) and the quantity of Goods consigned.
 - An advice note or notes, as instructed in CONTRACT, including details as mentioned in sub-clause a above.

- c. Additional documentation as detailed in CONTRACT.
- d. The CONTRACTOR's clear and full instructions with regard to all hazards affecting the GOODS; and
- e. Documentation to prove the GOODS supplied have been inspected and, if applicable, are properly completed and therefore fit for purpose.

14.0 DELIVERY (AS APPLICABLE):

- 14.1 The CONTRACTOR shall deliver the GOODS to the DELIVERY POINT and as specified in the DELIVERY SCHEDULE.
- 14.2 Delivery shall be deemed to have been made on acknowledgement of receipt of the GOODS by the OWNER. Delivery of the GOODS to a carrier (whether named by the OWNER or not) for the purpose of transmission to the OWNER is not deemed to be and shall not constitute delivery of the GOODS to the OWNER.
- 14.3 The OWNER, acting reasonably, may alter the DELIVERY POINT and/or DELIVERY SCHEDULE upon giving the CONTRACTOR reasonable notice in writing of such alterations.
- 14.4 If the CONTRACTOR fails to deliver any GOODS in accordance with the CONTRACT, then the OWNER may terminate this CONTRACT or any part of it and reserves all rights in damages and otherwise arising.
- 14.5 If the GOODS are incorrectly delivered, the CONTRACTOR shall be responsible for any additional expense incurred in redelivering such GOODS in the correct manner/to the correct destination and/or at the correct schedule.
- 14.6 The quantity of GOODS delivered must not exceed the quantity specified in the CONTRACT or intimation by OWNER REPRESENTATIVE. GOODS in excess of the quantity specified shall, at the OWNER's option, be returned to the CONTRACTOR at the CONTRACTOR's expense.
- 14.7 Acceptance of the GOODS by the OWNER shall not relieve the CONTRACTOR of any of its obligations under this CONTRACT.

15.0 LIQUIDATED DAMAGES:

- 15.1 If the CONTRACTOR fails to deliver any or all of the GOODS or perform the services within the time period(s) specified in the CONTRACT, the OWNER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the total CONTRACT PRICE, including subsequent modifications.
- 15.2 In the event the invoice value is not reduced proportionately for the delay, the OWNER may deduct the amount payable by the CONTRACTOR, from any amount falling due to the CONTRACTOR or by recovery against the Performance Bank Guarantee. Both CONTRACTOR and OWNER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the OWNER would have suffered on account of delay/breach on the part of the CONTRACTOR 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 OWNER in the matter of applicability of price reduction shall be final and binding.
- 15.3 The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the Contract) and (For Services) the contractor shall pay to the Owner as compensation an amount equal to 0.5% of the contract value for every week that the composite work may remain incomplete as per the time schedule, subject to a maximum compensation of 5 % of the total concluded value after which period action will be taken under the provision of the Contract.

15.4 (For materials) penalty would be levied @ 1% of total value of the contract per week or part thereof for each extra work taken by the vendor, subject to maximum of 10 % of the total concluded value of contract. In case of delay of more than 10 weeks in supply of material or services beyond a stipulated completion date, SIPI reserves the right to terminate the contract and reserves the right to place an order on another vendor.

15.5 Any extra expenditure that SIPI will have to incur for procurement of the balance material / services through the other supplier on account of higher rates quoted by the supplier will be recovered from the supplier's retention money, pending bills etc. All lots shall be considered separately for applying PRS in case of delay as described above.

16.0 FREE ISSUE MATERIAL:

16.1 If, for the purposes of this CONTRACT, materials are to be supplied by or on behalf of the OWNER for incorporation into the GOODS and/or performance of the SERVICES (hereafter referred to as "Free Issue Materials"), they shall be and remain the property of the OWNER, but upon delivery to the CONTRACTOR, become and remain thereafter at the sole risk of the CONTRACTOR, until the delivery of the GOODS and/or performance of the SERVICES, and the return of any surplus Free Issue Materials to the OWNER.

16.2 The CONTRACTOR shall clearly identify and mark as "the property of SIPI", separately store, safeguard, maintain in good order and condition and keep such records as the OWNER may require of all Free Issue Materials for audit purposes. All such materials shall be deemed to be in good condition when received by or on behalf of the CONTRACTOR unless it otherwise notifies the OWNER within seven (7) days of receipt.

16.3 CONTRACTOR shall use all Free Issue Materials economically and solely in connection with this CONTRACT. Damage to or loss or waste of any Free Issue Materials arising from bad workmanship, carelessness, or the CONTRACTOR's failure to comply with the provisions of sub-clause 15.2 shall be made good at the expense of the CONTRACTOR either by the CONTRACTOR or as the OWNER otherwise instructs, by replacement of materials of at least the equivalent quality.

16.4 All scrap and surplus Free Issue Materials are to be marked as "the property of SIPI", kept separately and reported at regular intervals to the OWNER.

16.5 OWNER reserves the right to physically inspect/verify the Free Issue Materials at any time. If any loss/shortage/damage is found during such verification by OWNER or in the Free Issue Materials returned by CONTRACTOR, then such lost/short/damaged material cost shall be borne by the CONTRACTOR and necessary amount towards such shortage/damaged material will be recovered from the CONTRACTOR, as per rate decided by OWNER.

16.6 Free Issue Materials includes PE – Pipes, Fittings and valves.

17.0 MATERIAL INSPECTION (AS APPLICABLE):

17.1 Upon receipt of GOODS at DELIVERY POINT, OWNER will inspect the packaging for damage or tampering. In case of no damage or tampering of the package, the GOODS will be stored at OWNER's site for further inspection.

17.2 OWNER will, at its option, proceed to examine the GOODS to ascertain precise extent of any breakage/ shortage/ tampering/ damage, if any, and in the absence of a representative from CONTRACTOR, the OWNER's report will be deemed accepted by the CONTRACTOR. In case of breakage/ shortage/ tampering/ damage, intimation regarding the same shall be referred to the CONTRACTOR within thirty (30) days from the date of receipt at DELIVERY POINT by the OWNER, which shall be replaced / made good by the CONTRACTOR at their own cost. All risk of loss or damage to the GOODS shall be upon the CONTRACTOR till it is delivered to the OWNER.

17.3 If OWNER finds that GOODS supplied are not in accordance to CONTRACT or received in damaged

or tampered condition or otherwise not satisfactory owing to any reason, of which the OWNER shall be the sole judge, the OWNER is entitled to take actions such as, but not limited to, rejection of the GOODS, termination of the CONTRACT, procurement of GOODS from other agencies, and recover the loss, if any, from the CONTRACTOR.

17.4 The OWNER shall have the right to require the CONTRACTOR at the CONTRACTOR's own risk and expense, expeditiously to collect and replace any rejected GOODS, not later than fifteen (15) days from the date of communication of rejection from OWNER. In case the size of the rejected GOODS or other circumstances make it impracticable for the rejected GOODS, or part thereof, to be removed prior to delivery of the replacement GOODS, the OWNER may require the CONTRACTOR to carry out the necessary replacement at site at the CONTRACTOR's expense.

17.5 If the CONTRACTOR fails to fulfill its obligations under this clause within thirty (30) days from the date of intimation of rejection; the OWNER may:

- a. Dispose the material to any party and expenses, if any, incurred for such disposal, shall be payable by the CONTRACTOR; and/or
- b. Terminate this CONTRACT, or any part thereof, in accordance with Clause 42 of GCC, and/or debar the CONTRACTOR in accordance with Clause 43 of GCC for future tendering/award of contract, without prejudice to its existing rights and remedies; and/or
- c. Recover as a debt due from the CONTRACTOR, all extra costs and expenses arising from or in connection with any GOODS being found to be defective, including but not limited to, those of employing others, repairing, modifying, or testing defective GOODS, purchasing alternative GOODS elsewhere and storage, as appropriate.

17.6 Where the CONTRACTOR replaces any GOODS in accordance with this Clause, the provisions of this CONTRACT shall apply to the replacement GOODS.

18.0 RIGHT TO GET GOODS/SERVICES THROUGH OTHER AGENCIES:

18.1 Nothing contained herein shall restrict OWNER from accepting similar GOODS/SERVICES from other agencies at its sole discretion, if the CONTRACTOR fails to fulfil any of its obligations under the CONTRACT.

18.2 In such event, the OWNER, at its sole discretion, shall be entitled to recover the additional expenses incurred for procuring the GOODS/SERVICES from alternate agencies, in addition to administrative and other expenses incurred by OWNER for the same. The decision of OWNER in determining such amount to be recovered from the CONTRACTOR shall be final and binding on the CONTRACTOR. The CONTRACTOR's liability in this respect shall be unlimited without exception.

19.0 WARRANTY/ DEFECT LIABILITY:

19.1 Successful bidder shall guarantee that material supplied under this PO is new and free from defects. Comprehensive on-site warranty of the Material including parts for both national and international components for 12 months from the date of commissioning or 18 months from the date of Complete receipt of goods at SIPI Stores whichever is earlier, shall be provided by the successful bidder after issue of Purchase Orders. In case an onsite warranty is not being provided, the vendor should arrange pick up and drop services at places where the vendor's authorized service centers are present. A list of such service centers should be provided state wise. The response and resolution time during the warranty period shall not exceed 48 hours. Intervening holidays would not be counted.

20.0 AMENDMENT(S):

20.1 BUYER may, by written notice to SELLER, order extra quantity or make changes by altering, adding to or deducting from the GOODS, by way of an AMENDMENT, with no other variation in the unit rates, terms & conditions of the CONTRACT, except as explicitly specified in the AMENDMENT.

20.2 Any modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects shall be considered valid only when accepted or issued in writing by BUYER. Any other cases shall not be any ground for extension of agreed DELIVERY SCHEDULE and also shall not affect the SELLER's obligations under the CONTRACT in any manner, except to the extent mutually agreed through an AMENDMENT.

20.3 SELLER shall not commence to carry out any AMENDMENT nor shall any claim be valid in respect thereof, until the SELLER has received the formal AMENDMENT issued by BUYER in writing for carrying out such AMENDMENT.

21.0 PROPERTY & RISK:

21.1 Without prejudice to the rights and obligations of the PARTIES under this CONTRACT and unless otherwise agreed in writing, the property in the GOODS or any part thereof shall pass to the OWNER on delivery or on payment by the OWNER (whichever is earlier). In the event of part payments prior to delivery, property in the GOODS shall pass in proportion to payments made. Notwithstanding passing of property to the OWNER risk shall not pass to the OWNER until all of the GOODS have been delivered in accordance with this CONTRACT at the DELIVERY POINT.

21.2 Where the property in any of the GOODS passes to the OWNER before delivery, such GOODS shall be stored separately, clearly identified and marked as "the property of SIPI" or in such other manner as the OWNER may require.

21.3 Unless otherwise agreed in writing, all tools, patterns, drawings, designs, other documents, equipment or materials supplied by or on behalf of the OWNER shall be stored separately, marked as "the property of SIPI" and remain the property of the OWNER and the CONTRACTOR shall be responsible for their safe custody and return. They shall not, without the prior written consent of the OWNER, be disposed of by the CONTRACTOR to any third party nor used except for the purpose of carrying out this CONTRACT.

22.0 SUB-LETTING OF CONTRACT:

22.1 No part of this CONTRACT, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the CONTRACTOR without written consent of the OWNER, provided nevertheless that any such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

23.0 ASSIGNMENT:

23.1 The CONTRACT shall be binding on and ensure to the benefit of OWNER and CONTRACTOR and to their respective heirs, executors, administrators, successors, and assigns, but the CONTRACTOR shall not assign this CONTRACT in whole or in part or any benefit of any legal or equitable interest herein without the prior written consent of the OWNER.

23.2 The OWNER shall be permitted to assign and re-assign (whether on one or several occasions) all or any of the provisions of this CONTRACT to any of its Affiliates and/or Group Companies by giving in advance intimate information to the CONTRACTOR.

23.3 The CONTRACTOR shall be responsible for acts, omissions, and defaults of any of its representatives including its agents as fully as if they were the acts, omissions and defaults of the CONTRACTOR and any assignment shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT or at Law.

24.0 NON-WAIVER:

24.1 No relaxation, forbearance, delay, or indulgence by either party (CONTRACTOR or OWNER) in enforcing any of the terms and conditions of the CONTRACT or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the CONTRACT, nor shall any

waiver by either party of any breach of CONTRACT operate as waiver of any subsequent or continuing breach of CONTRACT.

- 24.2 Any waiver of a party's rights, powers or remedies under the CONTRACT must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

25.0 SEVERABILITY

- 25.1 If any provision or condition of the CONTRACT is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the CONTRACT.

26.0 SAVING OF RIGHTS:

- 26.1 The expiry or earlier termination of the CONTRACT, howsoever occasioned, shall be without prejudice to the rights and remedies of the Parties to the CONTRACT up to and including the date of such expiry or earlier termination, and shall not affect or prejudice any term of CONTRACT that is expressly or by implication provided to come into effect on or continue in effect after such expiry or earlier termination.

27.0 STATUS OF OWNER AND THE CONTRACTOR:

- 27.1 In performing its obligations under this CONTRACT, the CONTRACTOR shall maintain complete employer control over the CONTRACTOR's PERSONNEL. This CONTRACT constitutes a principal-to-principal relationship between the CONTRACTOR and the OWNER and does not and shall in no manner create or be construed to create any employment, agency, partnership, joint venture or any other relationship between the PARTIES hereto.
- 27.2 The CONTRACTOR shall, as between the CONTRACTOR and the OWNER, be responsible for and shall be liable for, indemnify, defend and hold harmless the OWNER against all wages, fees, contributions, insurances, charges and taxes required by Law to be paid by an employer in respect of the CONTRACTOR's PERSONNEL and/or the supply of the GOODS/SERVICES and shall procure that all appropriate deductions are made in respect of all applicable taxes and other contributions.

28.0 CHANGE IN CONSTITUTION:

- 28.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm.
- 28.2 Where the CONTRACTOR is an individual, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR.
- 28.3 In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be voidable at the option of the OWNER. The OWNER shall be entitled to terminate the CONTRACT in accordance with Clause 43 of GCC.

29.0 REPRESENTATIVES:

- 29.1 OWNER's REPRESENTATIVE shall communicate to CONTRACTOR all information, instructions and decisions of OWNER. All information, instructions and Decisions issued by OWNER's REPRESENTATIVE shall be deemed to have been issued by OWNER.
- 29.2 OWNER's REPRESENTATIVE may, from time to time, delegate any responsibilities to any nominated deputy and withdraw any such delegation. The terms of such delegation shall be the subject of a notice, issued in accordance with Clause 29 of GCC. Information, instructions and decisions issued by any nominated deputy, acting within the terms of his delegated authority, shall be as if issued by OWNER's Representative.

29.3 CONTRACTOR's Representative shall be authorized to act on behalf of CONTRACTOR in all Matters relating to the CONTRACT and any written order, instruction or Notice from OWNER to CONTRACTOR's Representative or CONTRACTOR's Personnel shall be deemed to have been given to CONTRACTOR.

30.0 NOTICES:

30.1 Any Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, hand-delivered acknowledgment & electronic mail are acceptable modes of acknowledgment.

30.2 In case of speed post and registered AD notices, a copy of Notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of Notice by OWNER which will be returned to CONTRACTOR & shall be considered as valid acknowledgment of Notice.

30.3 All Notices shall be sent to respective representatives of PARTIES.

31.0 CLAIMS:

31.1 The CONTRACTOR shall protect and hold the GOODS and all property of the OWNER Group free from all liens, charges, and other encumbrances.

31.2 Upon receipt of a Notice from the OWNER, the CONTRACTOR shall discharge or cause to be discharged all liens, charges or other encumbrances attaching to or upon any materials, goods, equipment, plant or other items provided by the CONTRACTOR Group for use for or in connection with the completion of the Work associated with the GOODS which in the opinion of the OWNER may adversely affect the performance of the CONTRACTOR's obligations under the CONTRACT.

31.3 The CONTRACTOR shall be responsible for, indemnify, defend, and hold harmless the OWNER Group against any and all Claims in respect of liens, charges or other encumbrances irrespective of negligence and/or breach of duty (statutory or otherwise) of the OWNER Group.

31.4 The OWNER may discharge any lien, charge or other encumbrance and may deduct from payment due to the CONTRACTOR or recover by other means as a debt due from the CONTRACTOR all costs and expenses reasonably incurred in so doing.

31.5 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR.

31.6 If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.

32.0 INSURANCE (AS APPLICABLE):

32.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance as applicable with reputable insurance companies to the satisfaction of the OWNER as follows:

32.2 The CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in

this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

- 32.3 Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. The CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 32.4 All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in value of CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in value of CONTRACT to the extent of reduced premium amounts.

33.0 INDEMNITY:

- 33.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in any way related to the manufacture, delivery, performance or installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct.
- 33.2 The CONTRACTOR shall at all times indemnify and keep indemnified OWNER against all CLAIMS, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the CONTRACTOR or his representative and arising out of or connected with the performance of CONTRACT and arising out of non-compliance with the Law.
- 33.3 The CONTRACTOR undertakes responsibility for and shall indemnify OWNER or their employees from all liability, CLAIMS, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost with respect to any breach of the CONTRACTOR's obligation under the CONTRACT or for which the CONTRACTOR has assumed under any order local or national Law or Laws.

34.0 EMPLOYMENT LIABILITY OF CONTRACTOR:

- 34.1 The CONTRACTOR shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the CONTRACTOR shall preferably be on his roll and be paid by him and OWNER shall have no responsibility towards them.
- 34.2 The CONTRACTOR shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 34.3 The CONTRACTOR shall indemnify the OWNER against all losses or damage caused to it on account

of the acts of the personnel deployed by the CONTRACTOR.

34.4 The CONTRACTOR shall ensure regular and effective supervision of the personnel deployed by him. All liability arising out of accident and death while on duty shall be borne by CONTRACTOR.

35.0 CONSEQUENTIAL & INDIRECT DAMAGES:

35.1 Notwithstanding anything contained elsewhere in this CONTRACT neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

36.0 LIMITATION OF LIABILITY:

36.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of:

- a. Breach of Applicable Laws by the CONTRACTOR
- b. Gross negligence, fraud, or willful misconduct of the CONTRACTOR.
- c. Infringement of any Intellectual Property Rights of the OWNER.
- d. Indemnification of OWNER as per Clause 33 of GCC and as specified elsewhere in the CONTRACT.

37.0 CONFIDENTIALITY:

37.1 The CONTRACTOR and/or the CONTRACTOR's PERSONNEL shall not, during the continuance of this CONTRACT, or at any time thereafter, publish or disclose to any third party, except with the written consent of the OWNER or by requirement of the Legislation, any information, data or process which is confidential or of a commercially sensitive nature connected with the business or affairs of the OWNER which shall come or have come to its or their knowledge in or by reason of the engagement by the OWNER of the CONTRACTOR under this CONTRACT, provided that this restriction shall not apply to any information:

37.2 However, these obligations do not apply to documents for which it can be demonstrated that:

- a. Such documents were already in the public domain before these were communicated to the other PARTY, or have become part of the public domain since without any fault or negligence of the PARTY concerned, or
- b. Such documents were already in its possession without having obtained them directly or indirectly from the other PARTY, or
- c. Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other PARTY.

37.3 The experts appointed by the OWNER are not considered as third parties, and for this reason they have to respect, towards the CONTRACTOR, the same obligations as the OWNER in these matters.

37.4 Any document, other than the Agreement itself, enumerated shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the CONTRACTOR's obligations under the Agreement, if so, required by the OWNER.

38.0 PUBLICATION AND PRESS ANNOUNCEMENTS:

38.1 CONTRACTOR, either alone or jointly with others, cannot publish material or make press releases or announcements regarding either this CONTRACT or the activities of the CONTRACTOR related to its participation in this CONTRACT. Such publication shall be subject to prior approval of the OWNER in writing.

39.0 INTELLECTUAL PROPERTY RIGHTS (IPR) AND TRADEMARKS:

- 39.1 All intellectual property Rights or IPR in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books created, supplied or developed by the OWNER and appertaining to the GOODS shall remain in the OWNER and the originals and all copies of them shall be delivered to the OWNER on completion of the work associated with the GOODS and the CONTRACTOR and any SUBCONTRACTORS shall, if required, certify that none have been retained.
- 39.2 All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied, or developed by the CONTRACTOR pursuant to or in the performance of this CONTRACT whether fully or partially completed and relating to the GOODS shall be the property of the OWNER and the copyright for the same shall be vested in the OWNER.
- 39.3 Subject to the OWNER's rights pursuant to this CONTRACT, the CONTRACTOR shall retain all intellectual property in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the CONTRACTOR prior to this CONTRACT and which shall not have been prepared by the CONTRACTOR at the request of the OWNER or pursuant to a previous contract or arrangement with the OWNER.
- 39.4 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER from and against any and all Claims which arise out of, or in any way relate to, any patent, registered design, copyright, trademark or trade name or any patent application or other proprietary right asserted by the CONTRACTOR and SUBCONTRACTOR, any employee of either of the foregoing or any third party in respect of any device, apparatus, process or method used by the CONTRACTOR in performing its obligations under the CONTRACT.
- 39.5 Should the CONTRACTOR or any SUBCONTRACTOR infringe, or allegedly infringe, any patent, registered design, copyright, trademark or trade name which delays or prevents the CONTRACTOR from carrying out its obligations under this CONTRACT, the OWNER may treat such cessation or delay to the completion of the work associated with the GOODS arising there from as a fundamental breach of this CONTRACT by the CONTRACTOR. The CONTRACTOR shall be liable for all additional costs incurred by the OWNER pursuant to its mitigation of the effects of such cessation or delay.
- 39.6 The CONTRACTOR shall promptly disclose to the OWNER all inventions which it or any SUBCONTRACTOR may make which are wholly or in part based on or derived from information arising from the completion of the GOODS. All rights, titles and interest in and to such inventions shall belong to the OWNER. The CONTRACTOR shall execute or have executed all documents and shall perform or have performed all such acts as the OWNER may deem desirable or necessary to protect the OWNER's title to such inventions and to obtain and maintain patent coverage therein throughout the world.
- 39.7 Nothing in this contract confers upon the CONTRACTOR any right to use trademarks, trade names or service marks or even otherwise, nor shall any CONTRACTOR adopt any trademark which is confusingly similar to any a trademark of the OWNER.

40.0 PERMITS, LICENSES, STATUTORY AND OTHER REQUIREMENTS:

- 40.1 The CONTRACTOR shall obtain at its own risk and expense, all permits, licenses, registrations, certificates, or other administrative authorizations as may be required by any GOVERNMENTAL AUTHORITY from time to time or may be necessary or incident to the CONTRACTOR's business in the jurisdictions where the CONTRACTOR has to fulfil its obligations under this CONTRACT.
- 40.2 The CONTRACTOR shall comply with the Legislation and other requirements affecting the

completion of the work associated with the GOODS/SERVICES, including delivery as per the CONTRACT.

40.3 The CONTRACTOR shall not under any circumstances apply to, or enter into negotiations with, or agree with any GOVERNMENTAL AUTHORITY or agency for acceptance of variations from or revisions to Legislation without the OWNER's prior written consent, except to the extent such matters pertain only to the CONTRACTOR's equipment and the CONTRACTOR's PERSONNEL, which do not and cannot directly or indirectly affect the OWNER's legal obligations, equipment, sites or personnel.

41.0 FORCE MAJEURE:

41.1 Neither PARTY shall be responsible for any loss or damage of any kind caused by a failure or delay in performance of any obligation hereunder if such failure or delay is attributable to FORCE MAJEURE.

41.2 For the purposes of CONTRACT only the following occurrences shall be deemed to constitute FORCE MAJEURE:

- a. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power.
- b. Earthquake, flood, drought, earthquake, cyclone, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity.
- c. Changes to any general or local statute, ordinance, decree, or other LAW, or any regulation or bylaw of any local or other duly constituted authorized or the introduction of any such statute, ordinance, decree, law, regulation or bylaw.

41.3 The CONTRACTOR shall not under any circumstances be relieved or excused from its obligation to perform to the extent that the cause of such failure or delay in performance is caused by:

- a. Unfavorable weather conditions which are reasonably expected for the climate in the geographic area where the work is to be performed; or
- b. any delay, default, or failure (direct or indirect) by the CONTRACTOR in obtaining materials, equipment or manpower required for performing any work; or
- c. financial distress of the CONTRACTOR; or
- d. strikes, disputes or other action solely among employees of CONTRACTOR or its sub-CONTRACTORS or CONTRACTOR/sub-CONTRACTOR of the CONTRACTOR; or
 - a) Mechanical breakdown.
 - b) Shortage of labour, materials or other resources unless caused by circumstances which are themselves force majeure in nature.

41.4 A PARTY, which is, by reason of FORCE MAJEURE, unable to perform any obligation or condition required by this CONTRACT to be performed shall notify the other PARTY in writing within 24 hours, giving reasonably full particulars of the event or circumstance of FORCE MAJEURE, from the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations.

41.5 The obligations of the PARTIES under this contract to the extent performance thereof is prevented by the event of FORCE MAJEURE shall be suspended and the PARTIES shall not be liable for the non-performance thereof for the duration of the period of FORCE MAJEURE.

41.6 If performance of the CONTRACTOR is suspended by FORCE MAJEURE conditions for a period of 2 (two) weeks or more, then OWNER may in its sole discretion terminate this CONTRACT with immediate effect either in whole or in part at any time thereafter by giving notice thereto.

42.0 SUSPENSION OF CONTRACT:

- 42.1 The CONTRACTOR shall, if instructed in writing by the OWNER'S REPRESENTATIVE, temporarily suspend the works/SERVICES or any part thereof for such written instruction and resume the same only after receipt of written intimation to proceed therewith.
- 42.2 The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by reason of temporary suspension of the works/SERVICES aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension as aforesaid will be granted to the CONTRACTOR, should he apply for the same, provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

43.0 TERMINATION AND EFFECT OF TERMINATION:

- 43.1 The OWNER reserves the right to terminate the contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR:
- Breach of contractual obligation by the CONTRACTOR
 - Insolvency or bankruptcy of the CONTRACTOR, or being an OWNER, entering into receivership, administrative receivership, administration, or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent.
 - Failure to fulfil any of the CONTRACTOR'S obligations under the CONTRACT.
 - The decision of the OWNER regarding the occurrence of any of the aforesaid events shall be final and binding on the PARTIES.
- 43.2 Without prejudice to, and in addition to, the OWNER'S other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to the CONTRACTOR.
- 43.3 In the event the OWNER terminates the CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods /services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER'S rights to deduct/ withhold any amount as specified elsewhere in this CONTRACT.
- 43.4 If GOODS are procured by the CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same.
- 43.5 The CONTRACTOR shall be responsible for, indemnify, defend, and hold harmless the OWNER against any costs incurred by the CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or security deposit held with OWNER.
- 43.6 GOODS shall not be or be deemed to be an asset in a bankruptcy if CONTRACTOR, voluntarily or not, becomes or is declared bankrupt.

44.0 DEBARMENT OR SUSPENSION:

- 44.1 OWNER reserves the right of Debarment or Suspension for the CONTRACTOR, upon occurrence of one or more of the following events by giving written intimation to the CONTRACTOR:
- In case of any conviction for criminal offence pertaining to the CONTRACTOR or its director or subcontract, or indicating a lack of business integrity or honesty which directly and seriously affects the business of the OWNER; or
 - In case of any serious breach of the CONTRACT indicating an unwillingness or inability to

perform the CONTRACT in accordance with the terms and conditions or in accordance with the specifications, or a record of unsatisfactory performance of this CONTRACT or one or more related CONTRACTS in accordance with the terms and conditions thereof, or in accordance with its specifications; or

c. The breach of any ethical standard set out by the OWNER.

44.2 The decision of OWNER regarding Debarment or Suspension and/or occurrence of any of the aforesaid events or Debarment for future tendering / award of any contract shall be final and binding on the PARTIES.

44.3 The Suspension or Debarment shall take effect immediately upon receipt of written intimation to the CONTRACTOR.

45.0 GOVERNING LAW AND ARBITRATION:

45.1 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.

45.2 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 here under.

45.3 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.

45.4 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.

45.5 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.

45.6 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.

45.7 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the Republic of Benin, West Africa.

45.8 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.

46.0 COMPLIANCE WITH LEGAL REQUIREMENTS:

46.1 The Agency shall comply with all legal requirements under various applicable laws.

46.2 In the event, SIPI is required to pay any compensation or any other amount to any employee / representative of the Agency, the Agency hereby unconditionally agrees to indemnify SIPI against any such loss / liability.

46.3 Contractor hereby agrees and undertakes to comply with all applicable legal requirements and follow standard construction practices and agrees to indemnify SIPI in the event of failure of contract or to

comply with any legal requirement and / or follow best construction practices prevailing in the industry.

47.0 CONFLICT OF INTEREST, ETHICAL STANDARDS:

- 47.1 The CONTRACTOR shall not, without the prior approval of the OWNER, participate in any business entity where use could be made of, or divulge to any third party, any information, knowledge, or a relationship arising out of the CONTRACT or where such participation or action could conflict with the interests of OWNER.
- 47.2 No director, officer, employee, consultant, or servant of the CONTRACTOR shall enter into any business arrangement with any director, officer, employee, consultant or servant of OWNER without full written and timely disclosure to OWNER.
- 47.3 The CONTRACTOR shall not accept any commission or any other payment from tenderers, contractors, vendors or any third party concerned with the work.
- 47.4 Each PARTY represents and warrants that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable Laws in the performance of its obligations under the CONTRACT including but not limited to Laws dealing with ethical business practices. If at any time during the term of the CONTRACT a party hereto is informed or information comes to such Party's attention that it is or may be in violation of any applicable Law (or if it is so determined by any court, tribunal or other governmental authority), such Party shall immediately take all appropriate steps to remedy such violation and comply with such Law in all respects. Further, each Party hereto shall establish and maintain all proper records (including accounting records) required by applicable Law.

48.0 CORRUPT AND FRAUDULENT PRACTICES:

- 48.1 The OWNER requires that CONTRACTOR observe the highest standard of ethics during the execution of CONTRACT. In pursuance of this policy, the OWNER defines, for the purposes of this provision, the terms set forth below as follows:
- d. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - e. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a CONTRACT to the detriment of the OWNER and includes collusive practice amongst CONTRACTORS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.
 - f. "Unfair trade practices" means supply of materials different from what is ordered on, or change in the Scope of Work which was given by OWNER in the CONTRACT
 - g. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
- 48.2 OWNER will reject a proposal for award, if it determines that the CONTRACTOR recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question.
- 48.3 OWNER will declare a firm ineligible, either indefinitely or for a stated period of time, if at anytime the OWNER determines that the firm has engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for or in executing a contract.

49.0 AGENTS AND INTERMEDIARIES

- 49.1 CONTRACTOR represents warrants and undertakes to CONTRACTOR that it and each of its Affiliates and their respective officers, directors, employees, or other representatives have not:
- a. used, and will not use, the services of an agent or intermediary; or

b. made or offered to make and will not make any payment or transfer of anything of value directly or indirectly to any agent or intermediary or to any CONTRACTOR Personnel, in connection with CONTRACTOR's prequalification/short listing for, or the award of, the CONTRACT or in connection with any variation subsequently agreed under the CONTRACT.

49.2 Any breach of this provision shall be a material breach of the CONTRACT entitling OWNER to terminate the CONTRACT.

50.0 POSSESSION PRIOR TO COMPLETION

50.1 The OWNER'S REPRESENTATIVE shall have the right to take possession of or use any completed or partially completed work/SERVICES or part of the work/SERVICES. Such possession or use shall not be deemed to be an acceptance of any work/SERVICES completed in accordance with the CONTRACT.

50.2 If such prior possession or use by the OWNER'S REPRESENTATIVE delays the progress of work/SERVICES, equitable adjustment in the time of completion will be made and the CONTRACT shall be amended accordingly in writing by the OWNER.

51.0 COMPLIANCE OF INTERNATIONAL LABOUR STANDARD:

51.1 CONTRACTOR shall be solely responsible for strictly following all Labour Laws, Industrial Laws, which are applicable from time to time including, but not limited to, the notification amendments or additions which are made to these laws during the period of CONTRACT. The CONTRACTOR shall have to, at his own expenses, comply with labour laws and keep the company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the CONTRACTOR shall comply with are as under, but not limited to:

51.2 CONTRACTOR, before actual deployment of Contract Labour, shall obtain necessary license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

51.3 CONTRACTOR shall ensure regular & effective supervision of the personnel deployed by him and ensure safety & security of his personnel. The Contractor shall issue an Identity card with photograph to all his personnel under applicable statute/Act. The identity card should be displayed while at work & to be produced as & when asked by the authorized officer of the Company.

51.4 CONTRACTOR shall be solely liable to obtain & keep valid and a subsisting license during the period of contract under ILO of OHS and all necessary licenses from competent authority as provided under various labour laws & bear all such costs related to adhering to all such applicable laws including payment of any applicable taxes and duties prescribed in the relevant laws. The CONTRACTOR shall not claim any non-adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same. Further the CONTRACTOR shall keep the OWNER indemnified and harmless from any liability, penalty which might be imposed including any cost, expenses which OWNER might be required to bear/incur by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

51.5 CONTRACTOR shall not engage / deploy any person who has not completed the age of 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit, competent and with no criminal records.

51.6 The installations where job is to be carried out are live and have hydrocarbon environment, CONTRACTOR shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. CONTRACTOR shall follow best Engineering practice and relevant international safety standards. It shall be the duty / responsibility of the CONTRACTOR to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the CONTRACTOR's personnel will lead to the termination of the CONTRACT in all respects and shall face penal / legal consequences.

51.7 CONTRACTOR shall obtain and keep valid and subsisting requisite insurance policy for all his personnel deployed on the job during the period on contract as per the provisions of ILO of OHS and submit a copy of the same to SIPI Compliance Team for information and records. The contractor shall pay compensation to his personnel in case of any accidental injury in accordance with the provisions of ILO of OHS. In case by virtue of provisions of law in force, OWNER has to pay compensation for workmen employed by the CONTRACTOR due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the CONTRACTOR and/or security deposit with OWNER.

51.8 Any failure or non-compliance of the Labour Laws and other rules and regulations to be complied there under the same shall be recoverable by the OWNER from the CONTRACTOR's bills or Retention Money or by revoking the performance bank guarantee.

51.9 Contractor shall make payment & settle full & final statutory dues payable to his personnel upon completion of the contract as per provisions of applicable law. Contractor shall be directly responsible to indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

52.0 Article 38 (As per government guidelines):

52.1 Any license holder may, under his /her responsibility, assign to approved sub - contractors oil operations he or she is in charge of, in accordance with the provisions of Article 37 of this law. He / she shall be bound to proceed to a call for bids for placing orders to acquire equipment, supplies and services, the amounts of which exceed the thresholds set in the oil contract. In the context of this call for tenders, consortium of sub-contractors comprising at least one Beninese company as stipulated in Article 47, shall benefit from a subsidy of fifteen per cent (15%).

52.2 Notwithstanding the provisions of the paragraph above, the Minister in charge of hydrocarbons may exempt the holder, under the terms and conditions specified by him, from proceeding to a call for bid, provided that goods, supplies, and services being the subject of the orders placed are:

- a. Not available to purchase in the country, and supplied, in a context of full competition by companies affiliated to the holder or the operator when the holder is a consortium.
- b. The holder is bound to communicate, for information to the Minister in charge of hydrocarbons, each subcontracting agreement signed in the framework of oil operations before the starting date of service delivery as stipulated in the said agreement.



**SPECIAL CONDITIONS OF CONTRACTS
(SCC)**



Resonance Energy

Tender Document No: :
A IIP/REPL/004/C-PE

Date: 10/08/2023

SECTION-III

SPECIAL CONDITIONS OF CONTRACTS (SCC)

SPECIAL CONDITIONS OF THE CONTRACTS (SCC)**1.0 TENDER EVENT DAYS**

1.1 If any Tender event day is falling on general holidays. Next working Day shall be considered for the Tender event.

2.0 PBG REFUND TERMS

2.1 PBG shall be refunded for the 3-month post-contract completion period.

3.0 HSN CODES FOR SOR

3.1 Bidder shall mention HSN Codes for SOR items, preferably in separate paper sheet along with Bid.

4.0 PAYMENT TERMS

4.1 Provisional progressive payments for the part of work executed by the contractor, shall be made by Owner, on the basis of said work, completed and certified by the Engineer-in-Charge as per the agreed milestone payment schedule and the percentage break-ups given below:

4.1.1 Laying of PE Pipeline

1. 65% progressively on after completion of trenching, lowering, and jointing of the pipeline, backfilling, and compaction for the complete stretch as per the scope of work & Installation of Permanent Markers.
2. 25% on after installation of Valve chambers, Submission of As-built drawings, Testing and Commissioning of the network. Commissioning of the network shall only be allowed after submission of As-Built Drawing.
3. 10% on after submission of all documents, Material reconciliation/return of material.

4.1.2 Restoration Works

1. 60% on after Completion of restoration and certification by consultants / Third Party Inspection agency nominated by Owner.
2. 40% on after obtaining NOC from OWNER/PMC / Third party agencies.

4.1.3 Any other item not covered above.

1. Completion of individual item of work: 90% progressively including supplies as per SOR
2. After successful completion & handling over: 10% after completion of all works.

4.2 Contractor shall submit his invoices to the Engineer-in-Charge fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to the OWNER/PMC and certified by the Engineer-in-Charge.

4.3 Payments shall be released after certifying the Quantities by the OWNER/PMC/TPI Agency/ Engineer-in-Charge. Any additional Taxes as per Government of Republic of Benin Rules & Regulations shall be paid extra over & above quoted value. The Quantities mentioned in the SOR are indicative for evaluation purpose. However, Payment shall be made based on actual quantity executed and Certified by OWNER/PMC.

4.4 The rates Quoted shall remain firm during execution of projects till contract period. No escalation shall be given for whatsoever reasons.

5.0 COMPLETION/TIME SCHEDULE:

5.1 Job shall be completed within 180 days from the effective date of LOI/Contract intimation from

SIPI.

6.0 PENALTY:

6.1 Price Reduction Schedule shall be applicable to each call order.

7.0 BID EVALUATION CRITERIA

7.1 Bids submitted by the bidder will be evaluated on QCBS Basis.

8.0 QUANTITY

8.1 As Per SOR.

9.0 UNDERTAKING FOR BLACKLISTING:

9.1 Bidder shall provide undertaking on their letterhead, confirming they are not on blacklisting or on holiday at SIPI. This is mandatory to submit the letter along with Bid.

10.0 DEFECT LIABILITY PERIOD:

10.1 Comprehensive on – site warranty shall be 12 months from the date of commissioning or 24 months from the date of supply, whichever is earlier. Detailed clause shall be as per Technical Vol II of II.

11.0 PRICE REDUCTION SCHEDULE (PRS)

11.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

11.2 The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

11.3 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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

12.1 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)

12.2 Contract Performance Bank Guarantee shall be confirmed by bidder's bank, any confirmation charges shall be borne by bidder.

12.3 All bank guarantees will also have 30 days claim period beyond expiry date.

12.4 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.

12.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.

12.6 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.

12.7 The CPBG shall be valid up to one (01) year from the date of commissioning of the pipeline.



FORMS AND FORMAT



Resonance Energy

Tender Document No: :
A IIP/REPL/004/C-PE

Date: 10/08/2023

SECTION - IV
FORMS & FORMATS



FORMS AND FORMAT



Tender Document No: :
A IIP/REPL/004/C-PE

Date: 10/08/2023

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: _____

Tender Document No: :
A IIP/REPL/004/C-PE

Date: 10/08/2023

1-13 Bank Branch Code: _____

1-14 Bank account number: _____

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

Form - 2
DEVIATION FORM
(On Bidder's letter head)

To, M/s SIPI-BENIN

Notes

- 1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the SIPI-Benin and any such deviations if indicated elsewhere other than this form will render the offer non- responsive and shall be liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.
- 5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)



FORMS AND FORMAT



Resonance Energy

Tender Document No:
A IIP /REPL/003/STPL

Date: 10/08/2023

Form - 3

**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/
DONEDURING PAST 5 YEARS**

(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)

Sr. no.	Description of the goods/ works/ services	LOA/ PO/ WO no. & date	Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-in-charge (for cases other than purchase)	Value of Contract/Order (Specify Currency amount)	Date of Commencement of work/ services or supply of goods	Schedule d completion time (months) delivery schedule	Date of actual completion/supply	Reasons for delay in execution if any	Project cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Sign. Of authorized signatory of bidder]

Date:

Name:

Designation:



FORMS AND FORMAT



Resonance Energy

Tender Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

Instructions:

1. Copies of letter of awards/ order/ work orders and completion certificate (in case of works/services) or IRN/ Proof of delivery (in case of supplies, if applicable) to be enclosed.

Note: Completion certificate shall clearly mention the LOA/ PO/ WO no. along with the total awarded value and total executed value separately (under a single Contract/ PO/ WO/ LOA), otherwise completion of such contract/ order shall not be considered for evaluation.

2. The supply/ work/ services completed earlier than 5 years shall not be indicated here.
3. The list of supply/ work/ services not of similar nature shall not be indicated here. Failing to comply with aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each order in this Annexure. The orders cited must comply with the bid evaluation criteria specified in Tender Document. Details provided in this section is intended to serve as a backup for information provided in Offer/ Quotation. Bidder should also refer to the instructions below.
5. A separate sheet should be filled out for each LOA/ work order/ purchase order.
6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/ Work Order/ Purchase Order mentioned above (separately for each order)

It may be noted that in the absence of the above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.



FORMS AND FORMAT



Resonance Energy

Tender Document No:
A IIP /REPL/003/STPL

Date: 10/08/2023

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 Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

Form – 5
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 free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered non-responsive.
- 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".
- *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)



FORMS AND FORMAT.



Tender Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

Form – 6
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



FORMS AND FORMAT.



Tender Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

Form – 7
**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'oeie – 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



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Tender Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

Form – 8

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.



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Date: 10/08/2023

Form – 9
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 aperson competent and having the power of attorney to bind the bidder.

SEAL OF THE COMPANY



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Resonance Energy

Tender Document No:
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Date: 10/08/2023

Form - 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.

Form -11

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. No	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	<p>1. The Bidder should have laid, tested & commissioned 25 Km of 63 MM or higher diameter, PE laying as a main contractor for Gas/Water or other utilities (jointing done by electrofusion jointing method) during last 5 years in a single contract, to be reckoned from the final due date of submission of bid.</p> <p>2. Bidder should have laid, tested & commissioned 75 Km of 63/90/125 MM or higher diameter, PE laying as a main contractor for Gas/Water or other utilities during last 5 years in multiple contracts to be reckoned from the final due date of submission of bid (jointing done by electrofusion jointing method)</p>	Agree
2.	<p>1. Bidder should be considered as qualified bidder based on submission of documentary evidence of work/work-order along with completion certificate for the same purchase/work order directly issued by the CGD Company.</p> <p>2. Bidder should have International / overseas or regional Africa turnkey work experience of similar project work for underground utilities pipelines / linear infrastructure projects – in African countries.</p>	Agree

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	

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



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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	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
16	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

DOCUMENTS TO BE SUBMITTED

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3 Work Experience Certificates	Certificates from statutory auditor for details of similar goods / work / services supplied / done during past 5 years as per appended format
5.	Form 4	Certificate From the Statutory Auditor Regarding SupplyOf Goods/Works/Services
6.	Form 5 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
7.	Form 6	Bidder to Confirmation (declaration) that bidder is not banned or delisted by any government (national, state or local governments), PSU, PSU-JV, government ministry and/ or other government entities from quoting
8.	Form 7	Declaration of Tender Document Purchased/ Downloaded
9.	Form 8	Covering Letter from Statutory Auditor as per appended format
10.	Form 9	Proforma for Letter of Authority
11.	Form 10	Details of litigation if any
12.	Audited Annual Financial Statements	Audited Balance sheet and Profit & Loss of the last three preceding financial years with Auditors Report in support of Form 5

**FORM 12 (A)
PROPOSED PERSONNEL**

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
7.	Title of position*
	Name



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FORM 12 (B)

RESUMÉ OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience



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OTHER FORMS APPLICABLE AFTER AWARD



FORMS AND FORMAT.



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Date: 10/08/2023

Annexure -I

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 tohaving 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 the 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



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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 this provisions, have the effect of relieving the BANK.

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 remained 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 been given.

Dated this the _____ day of _____ 2021 _____ at _____

- 1. The guarantee shall not be affected by any change in the 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:*

	<i>Outstation Bank details</i>	<i>Local Operating bank details. (Benin)</i>
<i>Postal Address</i>		
<i>Telephone no / Fax No</i>		
<i>Contact person</i>		
<i>Email ID</i>		



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

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)*

(Signature Bank Signatory)

*(Name)
(Official Address)*

*Bank Rubber Stamp
(Name)*

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

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



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Resonance Energy

Tender Document No:
A IIP/REPL/003/STPL

Date: 10/08/2023

DELETED