



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**TENDER FOR PROCUREMENT OF HI-PRESSURE
SEALANT GUN AND SEALANT VALVE GREASE STICKS
FOR THE STEEL NETWORK AT VIJAYAWADA AND
KAKINADA**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/307/2015-16

VOLUME-I of II

REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/307/2015-16

Date: 11.03.2016

To,

- Project** : City Gas Distribution in Vijayawada & Kakinada.
Item : Procurement of Hi-Pressure Sealant Gun and Sealant valve grease sticks for Ball Valves and Plug Valves for the Steel Network at Vijayawada & Kakinada.
- Due Date & Time of submission of bid** : 28.03.2016 at 1500 hrs. (IST)
- Date & Time for Opening Un-Price Bids** : 28.03.2016 at 1600 hrs (IST)
- Address** : **Bhagyanagar Gas Limited**
2nd Floor, APIDC Building
ParishramBhavan
BasheerBagh,
Hyderabad-500 004
Ph No.: 040-66566983;Fax No.: 040-66565081
E-mail: bonnyk.joseph@bglgas.com
- Contact Person** : Bonny K Joseph , Dy. Manager (C&P)
- Validity of Offer** : Minimum **03 months** from the due date of submission of offer.

BID SECURITY DETAILS:

- a) Bid Security Amount : **Rs 6,700.00 (Six Thousand Seven Hundred Only)**
- b) Validity : Minimum 5 months for Bank Guarantee or 3 Months for DD from the due date of submission of offer.
- c) Mode : Either in form of Account payee Demand Draft in favour of 'Bhagyanagar Gas Limited, Hyderabad', payable at Hyderabad, Telangana state of India.
Or
In form of Bank Guarantee as detailed in tender document.

If any of the dates mentioned above happens to be a Holiday in BGL then next working day shall be considered.

Gentlemen,

1.0 Bhagyanagar Gas Limited (BGL) is a joint venture of M/s. GAIL (India) Limited and M/s. Hindustan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the states of Telangana and Andhra Pradesh.

2.0 Sealed tender under **Two-Bid System** are invited for **Procurement of Hi-Pressure Sealant gun and Sealant valve grease sticks for Ball Valves for the Steel Network at Vijayawada & Kakinada**. Sealed tender along with Bid Security should reach Bhagyanagar Gas Limited, Hyderabad on or before the due date and time at the address given above. The bidder should type the Bid format (enclosed) in their own letter without altering/changing the content.

3.0 **EVALUATION BASIS**

Bidder shall quote the rates as per 'Schedule of Rates' of this tender. Bidder must quote for scope as defined in bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected. The tender shall be finalized on the basis of overall minimum cost to BGL.

4.0 **SEALING & MARKING OF BIDS**

Bids are invited for the item(s) in complete accordance with the Bid Document.

Bids should be submitted separately in **two parts in sealed envelopes** super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced), as follows:

Part – A : i) **UNPRICED BID (1 Original)** complete with all Technical and Commercial details of offer. Each page of offer shall be signed & stamped by bidder.
ii) **SOR**, identical to Part-B of offer with prices blanked out and mentioned as **Items Quoted/Not Quoted**.
iii) **Original Copy of tender document** along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

Part - B : **ONLY PRICED BID IN DUPLICATE (WITH FULL PRICE DETAILS) EXACTLY AS PER 'SCHEDULE OF RATES'. NO OTHER DOCUMENT TO BE ENCLOSED.**

Part - C : The original Bid Security of requisite value must be enclosed in another separately sealed envelope duly super-scribed as 'Bid Security'.

The three SEALED envelopes, containing **Part-A, Part-B** and **Part-C** of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT

slip at Section 2 of this tender and shall bear the name and address of the bidder.

- 5.0 i) Bid Document calls for offers on single point “Prime Bidder” responsibility basis. Bidders are therefore advised not to submit offers in “Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.
- ii) Order will be placed on the “Prime Bidder” alone who will be responsible for all contractual purposes. The status of all other vendors as may be referred/identified by the Prime Bidder in the offer, shall be that of sub-vendor/sub-supplier.

The prices once quoted by the bidder shall not be allowed for any subsequent price revision/adjustments at his own. As such, bidders are advised to ensure that their offer is on single bidder responsibility basis is complete as per scope of work/supply as specified in Bid Document.

- 6.0 Bidder shall ensure that Bid Security having a validity of **5 months** from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.
- 7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail bids shall be rejected.
- 8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bid received, at its discretion without assigning any reason, whatsoever.
- 9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 10.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed at section – 6. However date of opening of price part will be intimated to the bidder later on with a notice period of 3 days.
- 11.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION / EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**

12.0 PLEASE ACKNOWLEDGE THE RECEIPT OF THE BID DOCUMENT AND CONFIRM YOUR INTENTION TO QUOTE OR NOT IMMEDIATELY. IN CASE YOUR ARE NOT INTENDING TO QUOTE THEN PLEASE GIVE REASONS AND ALSO PLEASE RETURN THE TENDER DOCUMENT TO US.

13.0 If the bid due date happens to be a holiday in BGL, the next working day shall be considered for bid due date.

14.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 5 days of due date of submission of bid on the following address:-

Bonny K Joseph
DyManager (C&P)
Bhagyanagar Gas Limited
2nd Floor, APIDC Building
ParishramBhavan
BasheerBagh, Hyderabad
Ph No.: 040- 66566983
Fax. No.: 040- 66565081
Email: bonnyk.joseph@bglgas.com

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,

For and on behalf of Bhagyanagar Gas Limited

Enclosure: Bid Document

(Bonny K Joseph)
Dy. Manager(C & P)

**ALL THE SUPPORTING DOCUMENTS REQUIRED AS PER TENDER ENQUIRY
ARE TO BE FILED PROPERLY. NO LOOSE PAPERS OR ATTACHMENTS ARE
ALLOWED OR ENTERTAINED.**



Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

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Bid Document No. BGL/307/2015-16

CUT OUT SLIPS

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : BHAGYANAGAR GAS LIMITED

**PROJECT : CNG & CITY GAS DISTRIBUTION PROJECT
IN VIJAYAWADA & KAKINADA.**

BID DOCUMENT NO : BGL/307/2015-16

**ITEM : Tender for Procurement of Hi-Pressure
Sealant gun and Sealant valve grease
sticks for Ball Valves for the Steel Network
at Vijayawada & Kakinada.**

DUE DATE & TIME : 28.03.2016 at 1500 HRS (IST)

TO

**M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
ParishramBhavan,
BasheerBagh, Hyderabad,
Andhra Pradesh - 500004**

**Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081**

**Kind Attn: Bonny K Joseph
Dy. Manager (C&P)**

NAME:

ADDRESS

PART – A (Un Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN VIJAYAWADA & KAKINADA.**

BID DOCUMENT NO : **BGL/307/2015-16**

ITEM : **Tender for Procurement of Hi-Pressure
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DUE DATE & TIME : **28.03.2016 at 1500 HRS (IST)**

TO

**M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
ParishramBhavan,
BasheerBagh, Hyderabad,
Andhra Pradesh - 500004**

**Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081**

**Kind Attn: Bonny K Joseph
DyManager (C&P)**

NAME:

ADDRESS

(To be pasted on the envelope containing “Un Price Bid”)

PART – B (Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN VIJAYAWADA & KAKINADA.**

BID DOCUMENT NO : **BGL/307/2015-16**

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TO**

**M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
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BasheerBagh, Hyderabad,
Andhra Pradesh - 500004**

**Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081**

**Kind Attn: Bonny K Joseph
Dy. Manager (C&P)**

NAME:

ADDRESS

(To be pasted on the envelope containing “Price Bid”)

PART - C (BID SECURITY)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN VIJAYAWADA & KAKINADA.**

BID DOCUMENT NO : **BGL/307/2015-16**

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Vijayawada & Kakinada.**

DUE DATE & TIME : **28.03.2016 at 1500 HRS (IST)**

TO

**M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
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BasheerBagh, Hyderabad,
Andhra Pradesh - 500004**

**Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081**

**Kind Attn: Bonny K Joseph
Dy. Manager (C&P)**

NAME:

ADDRESS

(To be pasted on the envelope containing "Bid Security")

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Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
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Bid Document No. BGL/307/2015-16

SECTION – 1

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

I BID EVALUATION CRITERIA-TECHNICAL:

A. Technical Criteria:

1. Bidder should be a MANUFACTURER of "Hydraulic Sealant Gun" or Authorized Dealer/ Distributor of the manufacturer. In case bidder is a Manufacturer, bidder to submit copy of company .registration Certificate/any other relevant document evidencing status of being a Manufacturer of "Hydraulic Sealant Gun".
2. In case bidder is an Authorized Dealer/Distributor, copy of valid authorization certificate (valid as on date of submission of bid) issued directly by the manufacturer, should be submitted with bid along with a proof that their principal is manufacturer of "Hydraulic Sealant Gun".

Note: Bidder not confirming to the above criteria need not apply.



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SECTION 2
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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36. REPEAT ORDER
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INSTRUCTIONS TO BIDDERS (ITB)

ARTICLE - 1: COST OF BIDDING

- 1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 2: BID DOCUMENT

- 2.1 Bid document is on two volume i.e. Volume – I & Volume – II.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Bidding Documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The deviation (if any) is to be indicated in the format exception & deviation statement for clear identification. The deviation mentioned at other places in the offer shall not be considered by the Owner and therefore shall have 'Null & Void' status. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as applicable), duly filled in, along with the bid.
- 2.3 The services required, bidding procedure and Contract Terms are prescribed in the Bid Document. The Bid Document includes:

A) VOLUME - I

- i) Request for Quotation
- ii) Instructions to Bidders (ITB)
- iii) General Purchase Conditions
- iv) Brief Summary of Agreed Terms and Conditions (ATC)
 - Formal Declaration of Offer
 - Bid Form
 - Bidders General Information
 - Bid Security Form
 - Contract Agreement Form
 - Proforma of Contract Performance Security (CONTRACT Performance Bank Guarantee)
 - Proforma of Letter of Authority for Attending the Bid Opening
 - Proforma of Letter of Authority for Bid Negotiations and Signing the Agreement
 - Manufacturer Authorization Form
 - Declaration Certificate
 - Exception and Deviation Statement

B) VOLUME – II

- i) Scope of Supply & Special Conditions of Contracts
- ii) Technical Specifications
- iii) Schedule of Rates / Price Schedule

ARTICLE - 3: CLARIFICATION ON BID DOCUMENT

As stated in 'Request for Quotation'

ARTICLE - 4: AMENDMENT OF BID DOCUMENT

- 4.1 The OWNER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 4.2 The amendment will be notified in writing or by fax, e-mail to all prospective bidders who have received the bidding documents and fill form of Bid Document and will be binding on them.
- 4.3 In order to afford prospective bidders, to take the amendment into account in preparing their bids, the OWNER may, at its discretion, extend the bid due date.

ARTICLE - 5: LANGUAGE OF BID

- 5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and the OWNER shall be written in English language. Provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall Govern. Metric measurement system shall be applied.

ARTICLE- 6: DOCUMENTS COMPRISING THE BID/OFFER BY BIDDER

- 6.1 Each page of offer shall be signed & stamped by the bidder. Each format provided in the bid document shall be completely filled. The offer/bid prepared by the bidder shall necessary comprise the following:-
 - a. Bid Security
 - b. Bid Form as per format.
 - c. Agreed Terms & Conditions duly filled in as per format.
 - d. Documentary evidence establishing that the goods and services to be supplied by the Bidder conform to the Bidding documents.
 - e. Copies of documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership.
 - f. Details of the experience on supplies/works of similar nature executed. Copy of purchase/work order & completion certificate should be enclosed with the bid.
 - g. Exceptions & Deviations
 - h. ***Duly signed & stamped original bid document (Volume-I and Volume – II).***
 - i. Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
 - j. Copies of EPF & ESIC registration certificates.

- k. Copy of Service Tax certificate and PAN.
- l. Any other information / details required as per bid document
- m. Any other information/ detail bidder may like to enclose.

All the supporting documents required as per tender requirement are to be filed properly. No loose papers or attachments are allowed or entertained.

ARTICLE - 7: BID FORM

7.1 The bidders shall complete the Bid Form as per format.

ARTICLE – 8: BID PRICES

- 8.1 The prices quoted by the Bidders will be inclusive of all taxes& duties.
- 8.2 The total price quoted shall be inclusive as dealt in various sections of the bid document. Prices will be quoted in strict compliance to the format given in the Schedule of rates.
- 8.3 Prices quoted by the bidder shall be firm (except statutory variation as per bid stipulation) and fixed during the bidder's Performance of the contract.
- 8.4 Prices shall be written both in words and figures.
- 8.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract Performance and will not be subject to variation on any account except for statutory variation in taxes and duties occurring during schedule delivery period of the contract.

ARTICLE - 9: BID SECURITY

- 9.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the RFQ. The bid security shall be in the form of DD / Bankers Cheque / Irrevocable Bank Guarantee.
- 9.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the security's forfeiture.
- 9.3 Any bid not secured in accordance with Article-9.1 may be rejected by the OWNER as non-responsive.
- 9.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 9.5 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to furnishing the Performance security.
- 9.6 The bid security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form; or

- b) In the case of a successful bidder, if the bidder fails;
- i) To furnish Performance Security as per provision of the bid document.
 - ii) To accept as arithmetical corrections of its bid as per provision of the bid document.
- 9.7 Bid Security should be in favor of ‘Bhagyanagar Gas Limited’ and addressed to BGL, Hyderabad. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number. The Bid Security shall be strictly in the form provided in the bid document.

This shall be in the form of Crossed Demand Draft or Bank Guarantee in favour of Bhagyanagar Gas Limited valid for a period of two months beyond the date of bid validity. Bank Guarantee shall be from any Indian scheduled commercial bank other than co-operative bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank having operation in India or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

- 10.1 Bids shall be kept valid for **03 months** from the final bid due date. A bid valid for a shorter period may be rejected by the OWNER as non-responsive.

The bidder shall not be entitled during the aforesaid period of bid validity, without the consent in writing of the OWNER to revoke or cancel its Bid or to vary the Bid given or any term thereof. In case of Bidder revoking or canceling its Bid or varying any terms in regard thereof without the consent of the Owner in writing, the Owner shall forfeit the Bid security furnished by Bidder.

- 10.2 Notwithstanding para just above, the OWNER may solicit the bidders’ consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax, or e-mail. The bid security provided shall also be accordingly extended. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request without forfeiture of its bid security.

ARTICLE - 11: FORMAT AND SIGNING OF BID

- 11.1 The bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy number of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in inelible ink and

shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

- 12.1 One set of Bid Document including Bid form shall be issued to the Bidder. Documents in required number as mentioned in the Bid document shall be submitted along with the bid by the Bidder.
- 12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.
- 12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.
- 12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly super scribed as below:

Part-A: Un-price Bid

Part-B: Price Bid

Part-C: Bid Security in Original

12.5.1 PART-A: TECHNO-COMMERCIAL or UNPRICED BID

- i) UNPRICE BID in TWO SETS complete with all technical and commercial details of offer. Each page of offer shall be signed & stamped by bidder.
- ii) SOR, identical to Part-B of offer with prices blanked out and items as quoted.
- iii) Original Copy of tender document (Volume – I & II) alongwith all Annexures duly signed & stamped on each page as a token of acceptance of all terms & condition.

These un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and “UNPRICE BID - DO NOTOPEN”. The envelope shall also indicate the name and address of the bidder.

12.5.2 PART-B: PRICE BID

PRICE BID shall be submitted in duplicate, complete with FULL PRICE DETAILS duly sealed in a separate envelope duly super scribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICE BID - DO NOT OPEN.”

12.5.3 Part-C: BID SECURITY

BID SECURITY of the amount as indicated at Request for Quotation (RFQ) in original in the prescribed form and valid for the period of Five Months from the date of bid submission, to be enclosed in a separate sealed envelope duly superscribed with Bid Document No. Item Details, Bid Due Date & Time etc. and the phrase 'Bid Security'.

12.5.4 The three envelopes containing PART –A (Techno-Commercial Bid) PART-B (Price Bid) and PART-C (Bid Security) should be enclosed in a larger envelope duly sealed and pasted with enclosed CUT OUT SLIP and bear the name and address of the Bidder. Bid Document no., item detail, bid due date & time and duly superscribed "BID – DO NOT OPEN" and addressed to :-

Bonny K Joseph
Dy. Manager(C&P)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Building
APIDC Building, Basheerbagh,
Hyderabad - 500004
Ph: 040-66566983 Fax: 040-66565081

12.6 **All the copies of BID should be signed & stamped by the Bidder on each page.**

12.7 *If the outer envelope is not sealed and not marked as required, the OWNER will assume no responsibility for the Bid's misplacement or premature opening.*

ARTICLE - 13: BID DUE DATE

13.1 Bids must be received by the OWNER at the address specified in the Bidding Documents not later than the date and time specified in the Request for Quotation (RFQ).

13.2 The OWNER may, at its discretion, on giving reasonable notice by fax, e-mail or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date. In which case all rights and obligations of the OWNER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 14: LATE BIDS

14.1 Any bid received by the OWNER after the bid due date and time prescribed in the Bid Document shall not be considered.

However, Owner reserve right to consider late bid under certain circumstances. No request from bidder to consider late bid will be entertained by the Owner.

14.2 Telex/Telegraphic/Telefax/E-mail offers whether sent directly or submitted by local agent in India will not be considered.

ARTICLE -15: MODIFICATION AND WITHDRAWAL OF BIDS

15.1 Specifications shall be frozen after pre-bid meeting and necessary clarifications shall be provided. After that no change in specification will be permitted.

15.2 The bidder may modify or withdraw his bid after the bid's submission, provided that the modification/withdrawal notice is received by the OWNER prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the Owner so as to reach before bid due date & time. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.3 No bid shall be modified subsequent to the deadline for submission of bids.

15.4 No bid shall be allowed to 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

ARTICLE - 16: OPENING OF BIDS BY OWNER

16.1 The OWNER will open bids in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per proforma given in bid document). Bidder, who choose to attend, on date, time and venue as mentioned in the Bidding Document may depute his representative accordingly. The bidders' representatives, who are present, shall sign a form evidencing their attendance.

16.2 The bidder(s) names, modifications, bid withdrawals and the presence or absence of the requisite bid security, Prices of Bids, Discounts Offered and such other details as the OWNER, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of bid.

ARTICLE - 17: EVALUATION OF BIDS

17.1 The OWNER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.2 The Bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and Bids of such bidders shall be liable to be rejected.

17.3 Once quoted, bidder shall not make any subsequent price changes on his own.

17.4 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

17.5 TECHNO-COMMERCIAL AND PRICE EVALUATION OF BIDS

- 17.5.1 To assist in the examination, evaluation and comparison of bids, the OWNER may at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing. No change in the price or substance of bids shall be sought, offered or permitted unless these are specifically asked by the Owner.
- 17.5.2 Prior to the price evaluation and price comparison of bids, the OWNER will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. The OWNER'S determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- 17.5.3 A bid determined as substantially non-responsive will be rejected by the OWNER and may not subsequently be allowed by the OWNER to be made responsive by the bidder by correction of the non-conformity.
- 17.5.4 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) Bid Security
 - ii) Acceptance of Performance Security (Contract Performance Bank Guarantee) for 10% of Contract/Order value
 - iii) Period of validity of bids
 - iv) Force Majeure
 - v) Resolution of Dispute/Arbitration
 - vi) Termination of Contract
 - vii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - viii) Offer not submitted for complete scope of work
 - ix) Firm prices
 - x) Prices not quoted as per Schedule of Rates.
 - xi) Bidder have been banned by Government of India or any it's Agency/ Undertaking/ Department of Government of India/BGL/IGL/MGL etc.
 - xii) Bids not conforming to technical specification/requirements
 - xiii) Conditional bids.

ARTICLE - 18: OPENING OF PRICE BIDS

- 18.1 The Employer shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend pricebid opening at a short notice of 24 hours.
- 18.2. The Employer will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

18.3. The bidder's name, prices, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

ARTICLE - 19: PRICE COMPARISON OF BIDS

19.1 The OWNER will carry out price evaluation and price comparison of bids previously determined to be techno-commercially acceptable.

19.2 Arithmetical errors will be rectified on the following basis:-

- i) In case discrepancy between unit price in figure and words, the rate given in words will prevail unless unit price in figure matches with the value calculated after dividing total value by quantity of that particular item in which case unit price in figure will be considered valid.
- ii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

19.3 If two bidders happen to be L-1, the ranking shall be decided based on the working capital of the bidder.

ARTICLE - 20: CONTACTING THE OWNER

20.1 Bidder shall not contact the PURCHASER/OWNER on any matter relating to its Bid, unless asked by the Owner, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence the OWNER'S/ CONTRACTOR'S bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

ARTICLE - 21: AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

ARTICLE - 22: OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The OWNER reserves the right at the time of award of Contract to increase or decrease by up to 50% rounded off to next higher integer the quantity of supplies as specified in the SOR. without any change in unit price or other terms & conditions. Any variation in quantity beyond this limit will be mutually agreed upon by the owner and the supplier.

**ARTICLE -23: OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY
OR ALL BIDS**

- 23.1 OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.
- 23.2 In awarding the contract, the Owner reserve the right to make the award, based on the evaluation criteria, to more than one bidder.

ARTICLE- 24: NOTIFICATION OF AWARD

- 24.1 Prior to the expiration of period of bid validity the OWNER will notify the successful bidder in writing or by fax (FOI), to be confirmed in writing, that his bid has been accepted. Such 'Notification of Award' will constitute the formation of the Contract.
- 24.2 Completion Period shall be counted from the date of 'Notification of Award'.

**ARTICLE- 25: PERFORMANCE SECURITY (CONTRACT PERFORMANCE
BANK GUARANTEE)**

- 25.1 Within 30 days of the receipt of the notification of award (FOI) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision given under 'General Conditions of the Contract' in the form provided in the bid document.
- 25.2 The Performance security shall be for the amount equal to 10% of the contract value (**excluding taxes & duties**) towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of BGL, Hyderabad. Bank Guarantee shall be from any Indian scheduled bank other than co-operative bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.
The Bank Guarantee shall be valid for a period three months beyond Guarantee/Warranty period of The Contract'. The said Bank Guarantee shall be in the same monetary currency as that of the Contract.
- 25.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

- 25.4 The security deposit / contract performance guarantee will invariably be obtained even from Public Sector Undertakings.

ARTICLE-26: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this enquiry.

ARTICLE-27: NO LIABILITY OF GOVERNMENT OF INDIA

It is expressly understood and agreed by the bidder that Bhagyanagar Gas Limited, that will enter into a contract by way of this tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BGL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The bidder expressly agrees, acknowledges and understands that BGL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly bidder agrees to waive, release and forego any and all actions or claims, including cross claims, impeder claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

ARTICLE-28: MODE OF PAYMENT

All payments payable in Indian rupees against the contract shall be released by Owner through account payee cheque payable at par. The invoices in triplicate must be addressed to:-

Engineer-In-Charge (Projects)
Bhagyanagar Gas Limited
2nd Floor, ParishramBhavan
APIDC Building, BasheerBagh,
Hyderabad – 500 004

Article – 29 – STATUTORY VARIATION IN TAXES & DUTIES, CUSTOM DUTY

- 29.1 The CONTRACTOR shall pay and be entirely responsible for any and all taxes including service tax, duties, levies etc. which are payable in relation to the Performance of the CONTRACT. The quoted price shall be inclusive of all such taxes and duties.
- 29.2 BGL shall deduct Income tax at source at applicable rates.
- 29.3 Any statutory variation occurring during scheduled period of delivery shall be to the Purchaser's account.

Article – 30- NOTIFICATION OF AWARD

- 30.1. Prior to the expiration of period of bid validity BGL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 30.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Letter of Intent(LOI).
- 31.3. The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract.

Article-31. CONTRACT AGREEMENT

- 31.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Employer and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Employer based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 31.2. The Contract document shall consist of the following:
- Original Bidding Document along with its enclosures issued.
 - Amendment/Corrigendum to original Bidding Document issued, if any.
 - Letter of Intent.
 - Detailed letter of Award/Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- 31.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Letter of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the nonjudicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 31.4. In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

Article -32. CORRUPT AND FRAUDULENT PRACTICES

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 **“Appellate Authority” / “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ies**
- A.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.8 **“Investigating Agency” shall mean any department or unit of BGL investigating into the conduct of Agency/ party.**
- B** Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice:
- B.1 Irregularities noticed during the evaluation of the bids :**
If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.
Further, such agency shall be banned for future business with BGLL for a period specified in para B 2.2 below from the date of issue of banning order.
- B.2 Irregularities noticed after award of contract:**
- During execution of contract:
If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with BGL for a period specified in para B 2.2 below from the date of issue of banning order.

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

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

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

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

- (iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning:

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C- Effect of banning on other ongoing contracts/ tenders)

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.

Article -33. WAIVER OR TRANSFER OF THE AGREEMENT

- 33.1. The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

Article -34. ORDER OF PRESIDENCE

- 34.1. The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract – Works. Where any portion of Special Conditions of Contracts, and General Conditions of Contract – Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract – Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract – Works.

Article -35. UNSOLICITED POST TENDER MODIFICATIONS

- 35.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by BGL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by BGL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

Article – 36 – REPEAT ORDER:

Owner may place repeat order within 6 months from the date of Award of contract for a value upto 50% of the contract quantities without any change in unit price and terms and conditions.

Article – 37 – DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BGL immediately at the following address:

Bhagyanagar Gas Limited,
2nd Floor, Parishram Building
APIDC Building, Basheerbagh
Hyderabad – 500 004
Ph: 040-66566983/ Fax: 040-66565081
Email: Bonnyk.joseph@bglgas.com

In the event such written notice is not received at the aforementioned office within Five (5) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BGL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.



Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

VOLUME
I OF II

Bid Document No. BGL/307/2015-16

SECTION 3

PACKING, MARKING, SHIPPING & DOCUMENTATION

PACKING, MARKING, SHIPPING & DOCUMENTATION

The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a) The SUPPLIER shall provide such Packing of GOODS which is supplying worthy and as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.
- e) Addresses of various agencies referred here after for communication are as given below:-
 - Dy. Manager (C&P)
 - ParishramBhavan
 - APIDC Building, BasheerBagh
 - Hyderabad – 500 004
 - Ph No.: 95-40-6656986
 - Fax No.: 95-40-66565081

1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY

1.1 Packing

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 1.1.3 All delicate surface on equipments/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

- 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.
- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.
- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

1.2 Marking

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

(OWNER) PROJECT
(DESTINATION)

Purchase order No. ___

Net Wt. _____ Kgs.

Gross Wt. _ Kgs.

Dimensions _____ X _____ X _____ CMS.

Package No. (S. No. of total Packages)_

Supplier's name__

- 1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any additional indications for protection and safe handling shall be added depending on the type of material.
- 1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tonnes and above.
- 1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

1.3 Dispatch

- (a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to Engineer-in-charge, BGL, Hyderabad

(b) Dispatch by Road

- (i) The SUPPLIER shall be responsible for dispatch of materials through a reliable and reputed transport company unless, the Transport Company is named by PURCHASER.
- (ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following:-

- Engineer-in-charge, BGL, Hyderabad

(c) Shipment by Air

Whenever SUPPLIER at his own with Owner permission or is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is effected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of BGL's agents shall be intimated later.

(d) Advance Information

Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of dispatch, Railway receipt Wagon Number / GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address etc., by way of Fax to following :

- Engineer-in-charge, BGL, Hyderabad

(e) Transmission of Dispatch Documents

SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.

- (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
- (ii) Delivery Note/Railway Receipt/Truck Receipt.
- (iii) Manufacturer's/SUPPLIER's Guarantee Certificate
- (iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses :

Dy. Manager (C&P)
Bhagyanagar Gas Limited
ParishramBhavan
APIDC Building, BasheerBagh
Hyderabad – 500 004
Ph No.: 91-40 – 66566986
Fax No.: 91-40 – 66565081

- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharf age/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.

2.0 SPECIFICATIONS FOR GOODS TO BE PROCURED FROM OUTSIDE INDIA

This specification forms an integral part of the CONTRACT FORM in addition to specifications explicitly listed in the CONTRACT FORM.

2.1 Packing

- 2.1.1 Consignments destined for different project sites as detailed in Purchase Requisition PO are to be packed separately and marked clearly.
- 2.1.2 Packing shall withstand hazards normally encountered with the means of transport for the goods including loading/unloading operation both by crane and by pushing off. All packaging shall be done in such a manner as to reduce volume & weight as much as possible, without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard

for export shipments.

- 2.1.3 Fragile articles should be adequately packed with special packing materials depending on type of materials.
- 2.1.4 Chemicals in powder form catalysts, refractories & like materials etc. shall be packed in drums only.
- 2.1.5 The hazardous materials shall be packed in accordance with the applicable rules, Regulations and tariff of all cognizant Governmental Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the materials as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 2.1.6 Pipes shall be packed as under :
- Upto 50 mm NB in Wooden cases/crates.
 - Above 50 mm NB and upto 100 mm NB in Bundles and the bundles should be strapped at minimum three places.
 - Above 100 mm NB in loose.
- Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.
- 2.1.7 Pipes /tubes made of stainless steel, copper etc. shall be packed in wooden cases irrespective of sizes.
- 2.1.8 All delicate surface on equipment/material should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 2.1.9 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case and shall be blocked and braced to prevent movement and damage.
- 2.1.10 All packages requiring, handling by crane should have sufficient space at appropriate place to put sling of suitable Dia (strength). Iron/Steel angle should be provided at the places where sling markings are made to avoid damage to package/equipment while lifting.
- 2.1.11 All threaded fittings and pipes should be greased and provided with plastic caps.
- 2.1.12 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 2.1.13 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 2.1.14 Wherever required equipment/materials shall be packed in polythene bags and silicagel or similar dehydrating compounds shall be put inside the bags to protect them.

- 2.1.15 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 2.1.16 Detailed case wise packing list in waterproof envelope shall be inserted in each package together with equipment/material. One copy of "Detailed Packing List" shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger Dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign "Documents" applied with indelible paint.
- 2.1.17 Packed equipment or materials showing damage, defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortage noticed at the time of unpacking, shall be subject to rejection and replacement at no additional cost to the Purchaser.

2.2 Marking

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

(OWNER) PROJECT
VIA (PORT) INDIA

PURCHASE ORDER NO.____
NET WT.____ KGS.GROSS WT.____ KGS.
DIMENSIONS _____ X _____ X _____ CMS.
PACKAGE NO. (S. NO.OF TOTAL PACKAGES)_____
TAG/ITEM NO._____ COUNTRY OF ORIGIN _____
SHIPPER'S NAME _____

- 2.2.2 A distinctive colour splash in three stripes of green, yellow and red around each package and on corners of pipes and plates shall be given to facilitate identification.
- 2.2.3 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications of protection and safe handling shall be added depending on the type of materials. All cases will bear warning signs on the outside denoting 'CENTRE OF GRAVITY' and 'SLING MARKS'.
- 2.2.4 Letters, figures, marks etc. used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimensions.
- 2.2.5 In case of bundles or other packages wherever marking cannot be stenciled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be protected/covered with gunny bags upto 18". In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

2.3 DOCUMENTATION

- a) All documents shall be in English language only.
b) Documents required before shipment
Seventy-five (75) days before the contractual delivery date, Performa packing lists and sketches of over dimension cargo shall be air mailed (2 copies) as follows:

Dy. Manager (C&P)
Bhagyanagar Gas Limited
ParishramBhavan
APIDC Building, BasheerBagh
Hyderabad – 500 004
Ph No.: 95-40 – 66566986 Fax No.: 95-40 – 66565081

- c) Documents required after Shipment
The SUPPLIER shall air mail the shipping documents stated herein below as quickly as possible after the shipment has been made so that the same are received atleast two weeks prior to the arrival of vessel at destination port.

The SUPPLIER shall be fully responsible for any delay and/or demurrage on account of delay in transmittal of shipping documents.

Copies of Documents

| Description | BGL HYDERABAD | Respective ultimate consignee |
|---|------------------|----------------------------------|
| Bill of Lading | 4 | 2 |
| Commercial Invoice | 4 | 2 |
| Detailed Packing List | 4 | 2 |
| Freight Memo | 2 | 2 |
| Inspection Certificate | 2 | 2 |
| Insurance Certificate | 2 | 2 |
| Certificate of Origin | 2 | 2 |
| Guarantee Certificate | 2 | 2 |
| Certificate of Measure- ment and Weights | 2 | 2 |
| Catalogue and/or Drawing | 2 | 1 |
| Payment Certificate | 2 | 1 |

(i) Bill of Lading

Bill of Lading shall be "Clean on Board" Ocean Bill of Landing made in favour of Bhagyanagar Gas Limited, Hyderabad or order and the notify column should indicate BGL, Hyderabad

The Bill of Lading should be prepared on "Freight to Pay" basis and should be drawn to indicate "Shipper" and "Consignee" as under:

"Shipper" :
"Consignee" : Bhagyanagar Gas Limited

Consignee address : 2ndFloor, APIDC Building
ParishramBhavan, BasheerBagh
Hyderabad – 500 004
Ph No.: 040 – 6656983/6656986
Fax No.: 040 – 66565081

(ii) **Commercial Invoice**

Commercial invoice shall, inter alia, indicate (i) Import License Number, (ii) Customs Contract Registration reference (to be intimated later) and the Invoice shall be In conformity with the CONTRACT FORM.

(iii) **Packing List**

Packing List must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages.

(iv) **Inspection Certificate**

Issued by the THIRD PARTY/PURCHASER/CONSULTANT and / or its representative and the SUPPLIER'S factory inspection report.

(v) **Guarantee Certificate**

Guarantee Certificate from Manufacturer/SUPPLIER.

Shipping Advice

Within 24 hours after shipment the SUPPLIER shall send shipping advice by way of Fax to:

- i) Engineer-In-Charge, BGL, Hyderabad Giving particulars of the shipment vessel's name, port of shipment, Bill of Lading Number and date, contents in brief, CONTRACT form Number, total F.O.B. and freight values, number of Packages and total gross weight.

3.0 AS BUILT DOCUMENTATION

(Applicable both for indigenous & foreign bidders)

1. As built-documents shall include but not limited to the following:-

- Approved drawings/ as built drawings.
- Catalogues
- Copy of PO/Catalogues/ drawings for brought out items.
- Installation manuals.
- Operation & maintenance manuals.
- Any other documents as mentioned in Technical Specification.

2. The distribution of as-built drawing shall be as follows:

- 3 copies of as-built drawings shall be packed along with the consignments and addressed to each of respective ultimate consignee as per PO.
- 1 copy of as-built documents shall be addressed to Engineer-in-charge, BGL, Hyderabad.



Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

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Bid Document No. BGL/307/2015-16

SECTION -4

AGREED TERMS AND CONDITIONS

AGREED TERMS & CONDITIONS (ATC)

1. All correspondence must be in **ENGLISH** Language Only.
2. Duly Signed & Stamped of this ATC, with all clauses **duly confirmed/precisely replied** by bidder, shall be enclosed.
3. Failure on the part of bidder in **not returning this duly filled-up ATC and/or submitting incomplete replies may lead to rejection of bidders offer.**

| S.No | Description | Bidder's Confirmation |
|----------|--|-----------------------|
| 1 | Bidder's Details | |
| | a. Name: | |
| | b. Full Address | |
| | | |
| | c. Tel No: | |
| | d. Fax No: | |
| | e. E-mail: | |
| | f. Name & Designation of the Person Signing the bid | |
| 2 | In case the bidder is not Manufacturer: | |
| | a. Name: | |
| | b. Full Address | |
| | | |
| | c. Tel No: | |
| | d. Fax No: | |
| | e. E-mail: | |
| | f. Name & Designation of the Person Signing the bid | |
| 3 | The following are to be enclosed along with the bid | |
| | a. Power of Attorney of the Person signing the bid | |
| | b. Letter of Authority of the Person attending the bid | |
| | c. In case bidder is not manufacturer: | |
| | Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required. | |
| 4 | Indicate Country of Origin of Offered GOODS | |
| 5 | Indicate Despatch Point (Place of Despatch) | |
| 6 | Validity of Bid <i>(Valid minimum for Three (03) months from the final date of submission of offer)</i> | |
| | a. Please confirm that the scope of work is complete as per of tender Document. | |
| | b. If reply to (a) is 'No', have all ' Exception & Deviation ' been furnished in the format attached with bid document. | |

| S.No | Description | Bidder's Confirmation |
|------|--|-----------------------|
| 7 | c. Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere the same shall be considered 'NULL & VOID' | |
| 8 | Delivery Period / Completion period Confirm acceptance of Delivery/Contract Period as per requirement Specified in Bid Document to be reckoned from date of Fax of Intent (FOI)/ PO. | |
| 9 | Currency of Offer | |
| | a. Please indicate the currency in which the offer is submitted | INR |
| | b. Please note that currency once quoted shall not be permitted to be changed | |
| | c. Confirm that all correspondences will be in English language only | |
| 10 | Confirm that quoted prices shall remain firm. | |
| 11 | It is noted that deviations to Terms & Conditions shall lead to loading of prices or rejection of offer, as specified in the Bid Document. | |
| 12 | Ensure and confirm that prices quoted in 'Price Schedule', are for complete scope of Supply as defined in the Bid document. | |
| 13 | Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including installation, testing, etc.if applicable | |
| 14 | Confirm complete technical literatures/catalogues and Users reference list submitted alongwith offer. | |
| 15 | Confirm acceptance of relevant Terms of Payment as specified in the Bid Document.[Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)]. | |
| 16 | Confirm acceptance in toto of the Terms & Conditions contained in the enquiry document: | |
| | a. In case of reservations, confirm that clause wise comments have been specified as annexure to this format. | |
| | b. All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner. | |

| S.No | Description | Bidder's Confirmation |
|-----------|--|-----------------------|
| 17 | Please Indicate Rate of Taxes & duties | |
| | a. CST with concessional form | |
| | b. CST without concessional form | |
| | c. Local Sales tax <i>(in case supplies are made from originating state) without concessional form)</i> | |
| | d. VAT | |
| 18 | Indicate Name & Contact No.(Telephone/FaxNo.) of person(s) to whom queries, if any, are to be addressed against your bid. | |
| 19 | Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete. | |
| 20 | Confirm submission of Contract cum Performance Bank Guarantee as per tender document | |

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Bidder Signature

Name

Designation

Seal



Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

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SECTION -5
FORMS & FORMATS

Form-F1

FORMAL DECLARATION OF OFFER

Tender for:

I.....Certify that I am a person duly authorized to sign tenders for and on behalf of: Company Name.....and having read the tender documents, offer to provide services foras specified in the Request for Quotation

- Under the terms and conditions included in the Invitation to Tender documents;
- In accordance with the specification stated in the Invitation to Tender documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is agreed that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

It is confirmed that all and any management information which BGL may request from this company will be provided by the company within the stipulated time period.

Our offer is valid for _____ unless this period is extended by mutual agreement.

Authorized Signatory :

Name in BLOCK LETTERS :

Address :

Position in Company :

Tel Number :

Fax Number :

E-mail :



**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

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Form-F2

BID FORM

To
Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, Hyderabad – 500 004

Date:

Dear Sir,

Having examined the Bid document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide supply / works / services in conformity with the terms and conditions of bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in a sum not less than **10% of the Contract price (excluding Taxes & Duties)** for the due Performance of the Contract.

We agree to abide by this bid for a period of 03 (Three) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated Day of 2016.

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:

FORM F-3

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited
ParisramaBhavan
APIDC Building, BasheerBagh
Hyderabad – 500 004

- 1-1 Bidder Name :
- 1-2 Number of Years in Operation :
- 1-3 Address of Registered Office :
- City..... District.....
State..... PIN/ZIP.....
- 1-4 Operation Address :
- if different from above:
- City..... District.....
State..... PIN/ZIP.....
- 1-5 Telephone Number :
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: :
- 1-7 Website: :
- 1-8 Fax Number: :
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Bid Currency :
- 1-11 Excise Registration number :
- 1-12 Excise Range :
- 1-13 Excise Division :
- 1-14 Excise Collectorate :
- 1-15 Local ST No. :
- 1-16 CST No. :
- 1-17 Service Tax Registration No. :
- 1-18 PAN No. :
- 1-19 Whether SSI Registrant Or not :

(SIGNATURE OF BIDDER WITH SEAL)

Form-F4

BID SECURITY FORM

Ref : Bank Guarantee no:
Date

To
Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, Hyderabad – 500 004

Dear Sir,

Whereas..... (hereinafter called "the Bidder") has submitted his bid dated for the supply of (hereinafter called "the Bid") against Bid Document No..... KNOW ALL MEN by these presents that WE (BANK)..... of having our registered office at (herein after called "the Bank") are bound unto Bhagyanagar Gas Limited (hereinafter called "the OWNER") in the sum of (Refer for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said BANK thisday of 20....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by the OWNER during the period of bid validity;
 - a. fails or refuses to execute the Contract, if required or
 - b. fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidder or
 - c. fails to accept as arithmetical corrections of his bid as per the provision of Instructions to Bidders of bid document.

We undertake to pay to the OWNER up to the above amount upon receipt of its first written demand, without the OWNER having to substantiate its demand, provided that in its demand the OWNER will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including a period of two (2) months after the bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the Witness)
Name of Witness
Address of Witness

(Signature of the BANK)
Date:

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.

Form-F5

CONTRACT AGREEMENT

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2016 between M/s (Bidder), hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bhagyanagar Gas Limited hereinafter called “BGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

BGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA/PO (Letter of Award / Purchase Order)..... including Completion Schedule of job has called for proposal.

- A. The CONTRACTOR has examined the Job specified in Bid Document of BGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA/PO or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference’s to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA/PO including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

BGL accepted the bid of the CONTRACTOR for the provision and the execution of the said Job at the values stated in bid and finally approved by BGL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to the CONTRACTOR for the Job to be executed by him the CONTRACTOR hereby covenants with BGL that the CONTRACTOR shall and will duly provide, execute and complete the said Job and

shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, BGL does hereby agree with the Agreement that BGL will pay to the CONTRACTOR the respective amounts for the Job actually done by him and approved by BGL at the amount specified in this LOA/PO, such payment to be made at such time in such manner as provided for in the Agreement and LOA/PO.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and
and
on behalf of
M/s Bhagyanagar Gas Limited
Date:

Place:

Signed and Delivered for
on behalf of
M/s (Bidder)
Date:

Place:

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

Form-F6

**(PERFORMANCE SECURITY) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To

Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, Hyderabad – 500 004

Dear Sirs,

In consideration of the BGL, Hyderabad (India) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of _____ by issue of OWNER Order No. _____ dated _____ and the same having been accepted by the CONTRACTOR resulting into CONTRACT for _____ as per above referred Order having a total value of _____ for the work of _____ and the CONTRACTORS having agreed to provide a Contract Performance and warranty guarantee for faithful Performance of the aforementioned Contract to Owner.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the CONTRACTOR to the extent of 10 %(Ten percent) of the Contract Prices as aforesaid at any time up to without a reference to the CONTRACTOR. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONTRACTOR, discharges this guarantee. OWNER and CONTRACTOR or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for Performance by CONTRACTOR of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which

they might have against 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 CONTRACT between OWNER and CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including _____and shall be extended from time to time for such period as may be desired by the CONTRACTOR on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____20

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated accorded to him by the bank. Dated The _____day of _____20

WITNESS:
(SIGNATURE)

(NAME)
STAMP

(OFFICIAL SEAL)

Date

(SIGNATURE)
BANK RUBBER STAMP

(NAME)

Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution
Board of Directors

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.

Form-F7

**PROFORMA of Letter of Authority for Attending the Un-price Bid
Opening and Price Bid Opening**

No.

Date:

Bhagyanagar Gas Limited (BGL)
Parishram Bhavan, APIDC Building,
Basheer Bagh, Hyderabad – 500 004

Attn:

Dear Sirs,

We..... hereby authorise following representatives (s) to attend the
unpriced bid opening and priced bid opening against your Bid No.....
.....for.....(item Name).....

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 & on behalf of.....

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed by a
person competent and having the power of attorney to bind the bidder.

Form-F8

**PROFORMA of Letter of Authority for Bid
Negotiations and Signing the Agreement**

No.

Date:

Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, Hyderabad – 500 004

Attn:

Sub:

Tender No.

Dear Sirs,

We.....do hereby confirm that (name
and address) of Mr. Messers (name and address) is/are authorised to represent us for
bid negotiations and to conclude the Agreement on our behalf with you against your above
cited tender for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Signature of Mr.
Is attested

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a
person competent and having the power of attorney (power of attorney shall be annexed) to
bind the bidder.

Form-F9

MANUFACTURES AUTHORIZATION FORM

To,

Dear Sir,

We who are establish and reputable manufactures of having factories atand to hereby authorize M/s (Name and address of Agents) to bid, negotiate and conclude the contract with you against Bid Document No..... for the above goods manufactures by Us.

We hereby extend our full guarantee and warranty as per of the provisions General Condition of Contract of Bid Document for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully

(Name)

for end on behalf of M/s
(Name of manufactures)

Note:

This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

FORM F-10

DECLARATION

Bhagyanagar Gas Limited
ParisramaBhavan
APIDC Building, BasheerBagh
Hyderabad – 500 004

Dear Sir(s),

1. We confirm and declare that we are not under any liquidation, court receiver ship or similar proceedings.
1. Further we confirm and declare that we have not been put on Holiday by BGL/GAIL/HPCL or not have banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

Form-F11

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

| Sl. No. | Clause No. | Page No.Of Tender Document | Deviation | Reasons For Deviation |
|---------|------------|----------------------------|-----------|-----------------------|
| | | | | |

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner / Consultant.

NAME OF BIDDER :

SIGNATURE OF BIDDER :
& SEAL

Note 1: Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavailable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.

Note 2: All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).

Note 3: Even in case of "No Deviation" this format is to be filled in a 'No Deviation' & submitted along with the offer



Bhagyanagar Gas Ltd.
BHAGYANAGAR
GAS LIMITED

**Tender for Procurement of Hi-Pressure Sealant gun
and Sealant valve grease sticks for Ball Valves for the
Steel Network at Vijayawada & Kakinada.**

VOLUME
I OF II

Bid Document No. BGL/307/2015-16

SECTION 6

GENERAL PURCHASE CONDITIONS

1. Consignee: C&P In-charge, M/s Bhagyanagar Gas Ltd (BGL), (complete address).

Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

2. Quotation, duly sealed & superscribed with the tender/enquiry no., bid opening date and the words 'QUOTATION - DO NOT OPEN¹', should reach this office on or before 1500 hrs. on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1600 hrs. in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. Quotations received late by post or other means are liable to be rejected.

BGL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales Tax /VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rate should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures in the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 3 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. Price/Purchase Preference: Price/Purchase preference shall be applicable as per Govt.rules/guidelines in vogue.
10. Price Reduction Schedule for delayed delivery: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price (excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for

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

11. Enterprise's information with respect to MSME Development Act, 2006 ----DELETED
12. Performance Guarantee (CPBG): In case the basic order value exceeds Rs2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BGL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BGL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.
13. Inspection, Testing & Expediting: Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. **Warranty:** The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.
15. **Payment terms:** 100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor .
16. **Invoice:** In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BGL, immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the

purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order. Payment shall be released through Cheque.

17. **Packing & Marking:** While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.
18. **Despatch documents:** Transit Risk Insurance shall be arranged by Bidder. The vendor will intimate dispatch particulars to purchaser through e-mail/fax at the time of dispatch of goods. The dispatch documents shall consist of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BGL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.
19. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BGL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.
20. **Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.
21. **Repeat Order:** Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.
22. **Termination of Contract:** The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part -
 - If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
 - If the Seller fails to perform any other obligation (s) under the Contract and
 - If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such

similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BGL. against any type of tender of tender not their offer will be considered by BGL against any ongoing tender(s) where contract between BGL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BGL to such vendor.

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

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

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

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the

24. **Resolution of Disputes/ARBITRATION**

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.

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

Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Territory of Hyderabad.

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 (Bhagyanagar Gas Limited (BGL).) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

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

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 Hyderabad, India.

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

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

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

Jurisdiction: The Contract shall be governed by and constructed according to the laws in force in India. The vendor hereby submits to the jurisdiction of the Courts situated at Hyderabad for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at Hyderabad only will have the jurisdiction to hear and decide such disputed, actions and proceedings.