BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

RATE CONTRACT TENDER FOR PROCUREMENT OF VARIABLE FREQUENCY DRIVES (VFD's) FOR CNG STATIONS IN HYDERABAD & VIJAYAWADA

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/339/2016-17

VOLUME-I of II

REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/339/2016-17 Date:29.12.2016

To,

Project	:	**City Gas Distribution in Hyderabad & Vijayawada.**
Item	:	**Rate Contract tender for Procurement of Variable Frequecy Drives (VFD's) for CNG Stations in Hyderabad & Vijayawada**
Due Date & Time of submission of bid	:	**12.01.2017 at 1500 hrs. (IST)**
Date & Time for Opening Un-Price Bids	:	**12.01.2017 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 , DyManager (C&P)
Validity of Offer	:	Minimum **03 months** from the due date of submission of offer.

BID SECURITY DETAILS :

a) Bid Security Amount	:	**Rs 98,000 (Rs. Ninety Eight Thousand Only)**
b) Validity	:	Minimum **05 months** from the due date of submission of offer.
Mode	:	Either in form of Account payee Demand Draft in favour of 'Bhagyanagar Gas Limited, Hyderabad', payable at Hyderabad, Telanagana 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 in the states of Telangana and Andhra Pradesh. .

2.0 Sealed tender under **Two-Bid System** are invited for **Supply of Variable Frequency Drives (VFD) for CNG locations in Hyderabad & Vijayawada.** 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 **three 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 +1 Copy)** complete with all Technical andCommercialdetails 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 ofacceptance 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 **05 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 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 7 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

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

Enclosure: Bid Document

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

CUT OUT SLIPS

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION PROJECT IN HYDERABAD & VIJAYAWADA.
BID DOCUMENT NO	:	BGL/339/2016-17
ITEM	:	Rate Contract Tender for Procurement of Variable Frequency Drives (VFD's) for CNG Stations in Hyderabad & Vijayawada.
DUE DATE & TIME	:	12.01.2016 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 HYDERABAD & VIJAYAWADA.
BID DOCUMENT NO	:	BGL/339/2016-17
ITEM	:	Rate Contract Tender for Procurement of Variable Frequency Drives (VFD's) for CNG Stations in Hyderabad & Vijayawada
DUE DATE & TIME	:	12.01.2016 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

(To be pasted on the envelope containing "Un Priced Bid")

PART – B (Priced Bid)

CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION PROJECT IN HYDERABAD & VIJAYAWADA.
BID DOCUMENT NO	:	BGL/339/2016-17
ITEM	:	Rate Contract Tender for Procurement of Variable Frequency Drives (VFD's) for CNG Stations in Hyderabad & Vijayawada
DUE DATE & TIME	:	12.01.2016 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

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

PART – C (BID SECURITY)

CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION PROJECT IN HYDERABAD & VIJAYAWADA.
BID DOCUMENT NO	:	BGL/339/2016-17
ITEM	:	Rate Contract Tender for Procurement of Variable Frequency Drives (VFD's) for CNG Stations in Hyderabad & Vijayawada
DUE DATE & TIME	:	12.01.2016 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

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

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SECTION 4 - AGREED TERMS & CONDITIONS

SECTION 5 - FORMS & FORMATS

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- **ii) Bid Form**
- **iii) Bidder's General Information**
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- **ix) Manufacture Authorization Form**
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SECTION 6 - GENERAL CONDITIONS OF CONTRACT

SECTION – 1

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

I BID EVALUATION CRITERIA-TECHNICAL:

1.0 Bidder should be a manufacturer /Company Authorized System Integrators/ an authorized distributor / dealer of manufacturer for quoted item.

2.0 Bidder should have similar experience in Design, Supply, Installation, commissioning of Variable Frequency AC Drives (VFD) for Electrical Installations carried out through a single work order of value not less than Rs. 12.5 lakhs during the last 7 years ending November 2016 from any reputed organization. (Govt/ state/ Private).

To meet the technical qualification criteria as stated above bidder shall provide documentary evidences viz. **In case bidder is manufacturer, then bidder shall submit valid documentary evidence for being a manufacturer (i.e. ISO certificate / excise registration certificate/ any other certificate issued by statutory authority/ NSIC certificate or equivalent certificate). In case of bidder is an authorized distributor / dealer of manufacturer, then the bidder shall submit valid authorization certificate from manufacturer for required material in addition to above and detailed Purchase Order/work order / LOA along with completion certificate from Client / Consultant** and any other relevant documents in support of his claim. In absence of requisite documents, BGL reserves the right to reject the bid without making any reference to the bidder.

SECTION 2

INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDER

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32. WAIVER OR TRANSFER OF THE AGREEMENT
33. ORDER OF PRESIDENCE
34. DISCLAIMER

INSTRUCTIONS TO BIDDERS (ITB)

1.0 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.

2.0 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

Request for Quotation

i) Bidders Eligibility Criteria (BEC)
ii) Instructions to Bidders (ITB)
iii) Packing, Marking & Shipping
iv) Brief Summary of Agreed Terms and Conditions (ATC)
v) Forms & Formats
- 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

vi) General Conditions of Contract (GCC)

B) VOLUME – II

vii) Special Conditions of Contracts
viii) Technical Specifications
ix) Schedule of Rates / Price Schedule

3.0 CLARIFICATION ON BID DOCUMENT

As stated in 'Request for Quotation'

4.0 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.

5.0 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.

6.0 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) Power of Attorney to quote for Bid.
b) Bid Security.
c) Bid Form as per format.
d) Agreed Terms & Conditions duly filled in as per format.
e) Documentary evidence establishing that the goods and services to be supplied by the Bidder conform to the Bidding documents.
f) Copies of documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership.
g) Details of the experience on supplies/works of similar nature executed during the last 03 (three) calendar years. Copy of purchase/work order & completion certificate should be enclosed with the bid.

h) Details of Indian Agent/ dealers, if any
i) Financial data as per format.
j) Exceptions & Deviations
k) ***Duly signed & stamped original bid document (Volume–I and Volume – II).***
l) Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
m) Sales tax registration certificates
n) Any other information / details required as per bid document
o) 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.

7.0 BID FORM

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

8.0 BID PRICES

8.1 The prices quoted by the Bidders will be inclusive of all taxes, duties, levies, royalties, rights for usage / obligation of proprietary tools and price implication due to terms and conditions of the bid document. It is the responsibility of the bidder to ascertain and verify the applicable taxes/ levies and quoted accordingly.

8.2 The bidder shall indicate on the appropriate 'Schedule of Rates' attached to these documents 'Unit Prices & Total Bid Prices' offered to supply under the contract.

8.3 Prices shall be quoted, in the prescribed 'Schedule of Rates' separately for each item of scope of work.

8.4 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.

8.5 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.

8.6 Prices shall be written both in words and figures.

8.7 Prices indicated in the price schedule shall be entered in the following manner along with other relevant information:

8.7.1 Prices shall be quoted as per SOR and shall include:
i) Ex-works basis
ii) Price packing & forwarding.
iii) Excise duty
iv) Sales tax
v) Octroi
vi) Other taxes, duty levies if any
vii) Freight charges on door delivery basis.
viii) Total cost

ix) Third party inspection charges
x) Installation/ commissioning charges (if applicable)
xi) Any other charges

Bidders shall furnish separately the above such details against each quoted items in SOR.

8.7.2 All services to be provided by the bidder shall be inclusive of the following:

a) The charges for stevedoring, port & customs clearance, taking custody from Owner against indemnity bond, packing & forwarding, handling and transportation for all goods to site(s).

b) Cost of all services required as per scope of work including unloading, handling, storage atsite,

c) All taxes, duties & levies etc. including works contract tax & service tax as applicable

d) All other financial implication to complete the 'Scope of Work' complete in all respect.

8.7.3 Firm Prices except for statutory variation in taxes and duties

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.

9.0 BID SECURITY

9.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the RFQ.

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 clause 9.1 of ITB 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.

9.8 Bid Security 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 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.

10.0 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.

11.0 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 ineligible 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.

12.0 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 superscribed 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) along with 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 BidDocument 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 :-

DyManager(C&P)
Bonny K Joseph
Bhagyanagar Gas Limited,
2nd Floor, ParishramBuilding
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.***

13.0 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.

14.0 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.

15.0 **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.

16.0 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.

17.0 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) Warranty and Guarantee of goods
ix) Offer not submitted for complete scope of work
x) Firm prices
xi) Prices not quoted as per Schedule of Rates.
xii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India/BGL/IGL/MGL etc.
xiii) Bidder is under liquidation
xiv) Bidder is under litigation which owner considers as not suitable.
xv) Bids not conforming to technical specification/requirements
xvi) Bidders not submitting the original tender document(s) duly signed & stamped.
xvii) conditional bids.

18.0 OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in presence of duly authorized representative of bidders. Notice will be given by Owner to the substantially responsive bidder to depute their representative with proper authorization letter. The price bids of those bidders determined to be not substantially responsive will not be opened.

19.0 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 priceand thetotal 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 Bidders shall submit their prices as follows:

The prices quoted by Bidders for the scope of work defined in the tender documents will include customs duty plus C.V.D. and any addition duty, if any, excise duty and sales tax as applicable which shall be indicated separately.
Price quoted by the bidders shall include all costs towards Insurance (as applicable as per bid document) all type of handling, transportation, works contract/turnover/ trade tax service tax and any other duties liabilities, levies, fees etc. as applicable and payable by the SUPPLIER under the Contract or for any other cause as already envisaged in the Bid Document.

19.4 OWNER'S price evaluation and price comparison of techno-commercially acceptable bids shall take following into account:

i) Total value on FOT site basis including liability towards , excise duty, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects.

ii) The total site price quoted shall be compared net-off Cenvat credit, to be made available to the Purchaser/ owner by the successful bidder for which value are to be provided in the SOR.

iii) If two bidders happens to be L-1, the ranking shall be decided based on the working capital of the bidder

20.0 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.

21.0 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.

22.0 OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OFAWARD

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.

23.0 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 goods, the Owner reserve the right to make the award, based on the evaluation criteria, to more than one bidder.

24.0 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'.

25.0 PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE)

25.1 Within 30 days of the receipt of the notification of award (FOI/LOI) 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 value of the contract (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/Warrantee 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.

26.0 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.

27.0 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 foregoe 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.

28.0 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:-

Dy. Manager (C&P).
Bhagyanagar Gas Limited
2nd Floor, ParishramBhavan
APIDC Building, BasheerBagh,
Hyderabad – 500 004

29.0 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.

29.4 Excise Duty as quoted in Schedule of Rates shall be the ED as applicable on finished goods which are manufactured/ despatched from Bidders work alone.

29.5 Sales tax quoted in Schedule of Rate shall be Sales tax as applicable on the finished goods and shall be indicated both with/ without considering availability of any concessional form (both for Central and / or State Sales Tax).

29.6 The rate of Terminal Excise Duty and Sales Tax as applicable and considered in the offer shall be mentioned alongside the lumpsum amounts of ED & ST quoted.

29.7 These rates of terminal ED & ST as stipulated in offer/ Price Schedule shall be considered as the prevailing present applicable rates for price comparison as well as for ordering. Any error of judgement on part of the Bidder in identifying the present applicable rates shall not be admitted as & in case of, statutory variations. Consequently, the present rates of ED & ST as quoted shall be considered as the maximum payable by Owner in the event when no statutory variations take place and any remainder/ balance ED/ST if payable beyond the quoted shall be borne by thebidder.

29.8 However in the event of any statutory variations in the rate of ED & ST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of ED/ST shall take into account either the rates actually prevalent on the date of offer or the erroneous rateswhichever is beneficial to owner. Consequently, any difference in ED & ST if it becomes payable to the tax authorities shall be borne by the bidder.

29.9 Statutory variation on custom duty on Built in imported raw material components for Domestic Bidder and for Foreign component for supply for Foreign Bidder shall be payable by Owner.

29.10 Taxes and Duties

Any increase in the rate of excise duty / sales tax due to any reasons, including vendor's turnover, other than due to statutory reasons shall be absorbed by vendor without any additional financial liability on owner, whereas, any such decrease shall be passed on to owner.

29.11 Foreign Exchange variation on Built in imported Raw materials components for Domestic Bidder

Any foreign exchange rate variation on the actual CIF value of vendor's raw materials imports content, but subject to maximum of such variation payable on the CIF value specified by the bidders in the bid document, as applicable on the date of bill of lading of import, shall be to owner's account. However, any increase in price on account of such exchange rate variation beyond the contractual delivery period shall be to vendor's account and any decrease shall be to owner's

account. Any consequential increase in customs duty on account of foreign exchange rate variation shall be to vendor's account and any consequential decrease in customs duty on account of such variation shall be to owner's account.

30.0 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.

31.0 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:

(a) Whether the management is common;
(b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
(c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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:**

(i) During execution of contract**:**

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with 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 dateof issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agencyagainst 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.

32.0 WAIVER OR TRANSFER OF THE AGREEMENT

32.1. 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.

33.0 ORDER OF PRESIDENCE

33.1. 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.

34.0 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

In the event such written notice is not received at the aforementioned office within seven (7) 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.

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 LorryNumber, transporter's Challan Number, destination of Lorry (if transhipment 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 :

a) Upto 50 mm NB in Wooden cases/crates.

b) Above 50 mm NB and upto 100 mm NB in Bundles and the bundles should be strapped at minimum three places.

c) 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

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 : 2nd Floor, 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.

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	Bid Security Details	
	a. Name & Address of issuing Bank	
	b. Security No: & Date	
	c. Value	
	d. Validity *(Valid minimum for Five (05) months from the final date of submission of offer)*	
	e. Details of issuing Bank	

S.No	Description	Bidder's Confirmation
7	Validity of Bid *(Valid minimum for Three (03) months from the final date of submission of offer)*	
8	a. Please confirm that **the scope of work is complete** as per tender requirement.	
	b. If reply to **(a)** is **'No'**, have all **'Exception & Deviation'** been furnished in the format attached with bid document.	
	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'	
9	**Delivery Period / Completion period** Confirm your acceptance of delivery period / completion period as per requirement Specified in bid Document in 'Time Schedule' on FOT Project Site Basis, to be reckoned from date of Fax of Intent (FOI).	
10	**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	
11	**Price**	
	a. A Copy of Price Format / SOR (without price) but duly filled in with quoted/unquoted word in each cell of format duly signed and stamped to be submitted with unprice part of bid	
	b. Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) are on FOT Site Basis	
	c. Please confirm that price quoted are as per 'Price Format' given in tender document without any change and submitted with the Price Part of the Bid	
	d. Rates/ amount must be filled in format for 'Price Schedule/ Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.	
	e. Confirm that the tender document is carefully studied & understood and quoted price are inclusive of all as per requirements of tender document	
	f. Confirm quoted prices are inclusive of documentation and all other testing charges as per requirement of Bid Document including IBR (if applicable)	
	g. Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void	

S.No	Description	Bidder's Confirmation
12	CENVAT CREDIT	
	a. Confirm that 'CENVAT Benefit' will be made available to the Purchaser is equivalent to excise duty &cess indicated in the price part of the offer for indegenous supply.	
	b. If answer to (A) is 'NO', Confirm that you have given figure for 'CENVAT Benefit' in price part of the offer which shall be made available to the Purchaser by you.	
13	**Firmness of Prices** Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent (FOI)/Letter of Intent(LOI)/WO, placed within offer validity, shall be considered as 'Notification of Award of Contract'	
14	**Freight Charges & Transit Risk Insurance**	
	a. Ensure & confirm that firm freight charges for designated Project Site has been quoted separately for each item	
	b. Confirm that Transit Insurance beyond FOB Port of despatch/ FOT Despatch Point is included in the quoted prices.	
15	Please Indicate Rate of Taxes & duties	
	a. CST with concessional form	
	b. CST without concessional form	
	c. Local Sales tax *(in case supplies are made from originating state) without concessional form)*	
	d. VAT	
16	**Taxes & Duties** a. All taxes, duties, levies, License fee, etc., incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Sales tax & Excise Duty on finished products shall be reimbursed by the Owner. (Limited to provision in the quoted price as per bid document). In case of erection/ installation & other site works, all service tax/works contract tax etc (as applicable) shall be considered	
	b. The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on Excise Duty within contractual delivery schedule, shall be borne and paid by the Owner	
17	**Excise Duty** a. Indicate present rate of terminal excise duty (ED) applicable on the supplies and as quoted in price schedule. In case, Bid	

	Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of ED are applicable then such rates as considered in offer are to be indicated in the itemised Spare parts list.	
	b. If there is any variation in Excise Duty at the time of supplies for any reason, other than statutory, including turnover, confirm the same will be borne by bidder.	
	c. It is noted and confirmed that statutory variation in ED within contractual delivery shall be to Owner's account.	
	d. If excise duty is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
	e. In case **(b)** or **(d)** is not acceptable, advise maximum rate of excise duty chargeable. (same shall be considered by Owner for price evaluation &comparision).	
18	**Price Reduction Schedule:** Confirm acceptance of Price Reduction Schedule (PRS) as per GCC & SCC enclosed in Bidding document.	
	a. For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document	
	b. For deficiency in performance & services as per provision of tender document	
19	**Payment Terms** Confirm acceptance of "**Payment Terms"** as specified in the Bid Document.	
20	**Guarantee / Warrantee** Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document	
21	**Contract-cum-Performance Guarantee** Confirm that Contract-cum-Equipment-Performance Guarantee (CPG) for 10% of order value (excluding taxes & duties) shall be furnished as per provision of bid document	
22	**Inspection (Article – 13 of GCC)** a. Confirm acceptance to inspection requirement as per Bid Document.	
	b. As inspection & certification of all goods may also be conducted by BGL. Confirm there shall be no extra charges, since all personal & incidental expenses of BGL's Inspectors shall be borne by the Owner.	
23	**Repeat Order** Confirm acceptance of repeat order(s) upto 50% of contract quantities within 6 months from the date of basic order, as per terms of Bid Document.	

24	**Site Work** Confirm acceptance of Terms & Conditions for Site work as contained in SCOPE OF SUPPLY of Bid Document.	
25	**In case of imported component of raw material, by Domestic Bidder.** In case offer is based on import of raw material & components, please note & specify the following :	
	a. Offer has been made considering custom duty on 'merit Basis'. Import license, Project Essentiality Certificate and Payment Certificate if required shall be arranged by vendor themselves.	
	b. Confirm that all such benefits have been passed on to the Owner.	
	c. Confirm that the rate of Customs Duty, Surcharge on Customs Duty, CVD &Spl. Addl. Duty as applicable and considered and indicated in quoted prices .	
	d. Any statutory variations in Customs Duty within of Contractual Delivery Period shall be to the Owner's account Provide such statutory increase in Customs Duty during contractual delivery period, has been actually paid by bidder for the component actually used in the supplies to Owner, otherwise it shall be to Bidder's account. Whereas any statutory decrease during custom duty delivery period or subsequently incase of any delay in imports, shall be passed-on to the Owner.	
	e. Confirm that variations in Customs Duty shall be on the CIF Values actually charged at Customs for different items being imported subjected to maximum of CIF value indicated.	
	f. Owner will not provide any import licence for the same.	
	g. Firm itemised CIF value in foreign currency of imported components along with description & quantity of items of imports have been furnished against each quoted equipment/item in the offer. Change in CIF value, items & quantity of such imports shall not be permitted,	
26	**Declaration by Bidder** a. Confirm acceptance in toto of the Terms & Conditions contained in the bid document in two Volume - I & II. Deviation, if any, have been listed in 'Exception &Deviation' format.	
	b. Confirmed that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. c. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner.	
	d. Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	

	e. Confirm that you have not been put on Holiday by BGL/GAIL or BGL 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.	

Bidder confirms that in case of conflicting version of various terms and conditions at different places in his offer, the confirmation furnished at above shall be considered over-riding and final.

Bidder Signature
Name
Designation

Seal

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 for .....as 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 :

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 &Dutis)** 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 ..... 2017.

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. : :.....

1-17Service 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 BGL (India) 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 this .....day 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 (02) 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) (Signature of the BANK)
Name of Witness
Address of Witness 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 _____, 2017 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.

2.

1.

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 not withstanding 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)

(SIGNATURE)
BANK RUBBER STAMP

(NAME)
STAMP

(NAME)

(OFFICIAL SEAL)

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

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-F7

PROFORMA of Letter of Authority for Attending the Un-price Bid Opening andPrice Bid Opening

No. Date:

Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, 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 at .....and 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

DECLERATION

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.	ClauseNo.	PageNo.Of Tender Document	Deviation	ReasonsFor 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

SECTION 6

GENERAL CONDITIONS OF CONTRACT (GCC)-PURCHASE

General Conditions of Contract-GOODS

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1. DEFINITIONS

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

1.0 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.1 CONSULTANT: *[if engaged]* shall mean M/s. ……having its registered office at……. The term consultant includes successors, assigns of M/s. …….

1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.

1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.

1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.

1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.

1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean Bhagynagar Gas Limited (BGL) having its registered office at 2nd Floor, ParishramBhavan, APIDC Building, BasheerBagh, Hyderabad-500 004 The term PURCHASER includes successors, assigns of BGL.

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

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

Quantities – Bills of quantities

Bills of quantities

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

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

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

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

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

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

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

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

pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

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

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

2.0 SELLER TO INFORM

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3.0 APPLICATION

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

4.0 COUNTRY OF ORIGIN

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

5.0 SCOPEOF CONTRACT

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical ocuments, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

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

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 STANDARDS

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

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

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

9.0 MODIFICATION IN CONTRACT

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

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

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as

10.1 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12.0 PERFORMANCE GUARANTEE

12.1 Within 30 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

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

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

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

13.0 INSPECTION, TESTING & EXPEDITING

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected

GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

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

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 **INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES**

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

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

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

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.

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

14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect

or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part

15.0 DELIVERY & DOCUMENTS

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

15.2 Delivery shall be deemed to have been made :

a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/ CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16.0 TRANSIT RISK INSURANCE

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.

[The name and address-as mentioned under SCC]

17.0 TRANSPORTATION

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18.0 INCIDENTALSERVICES

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

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

19.0 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

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

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

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

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20.0 GUARANTEE

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

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by

PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER's account.

21.0 TERMS OF PAYMENT

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

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.

ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.

v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.

vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be

claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.

viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22.0 PRICES

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

23.0 SUBLETTING & ASSIGNMENT

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

24.0 TIME AS ESSENCE OF CONTRACT

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

25.0 DELAYS IN THE SELLER'S PERFORMANCE

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

i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or

ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

26.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

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

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27.0 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28.0 TERMINATIONOF CONTRACT

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

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

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

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

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

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

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

a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or

b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29.0 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

a) War/hostilities

b) Riot or Civil commotion

c) Earthquake, flood, tempest, lightening or other natural physical disaster.

d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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

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

30.0 RESOLUTION OF DISPUTES/ ARBITRATION

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

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract

dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

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

30.4 Arbitration

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

The PURCHASER (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 State of Delhi (India).

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

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

31.0 GOVERNING LANGUAGE

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged

by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32.0 NOTICES

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

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

33.0 TAXES& DUTIES

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

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

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

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

34.0 BOOKS & RECORDS

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

35.0 PERMITS & CERTIFICATES

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

36.0 GENERAL

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

36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

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

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

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

36.4 Cut-off Dates

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

36.6 Paragraph heading

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

37.0 IMPORT LICENSE

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

38.0 Fall Clause

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

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

materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

a) Exports by the Contractor/Supplier or

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

c) Sale of goods such as drugs which have expiry dates.

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

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

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

39. PUBLICITY & ADVERTISING

39.1 Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. REPEAT ORDER

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

41. LIMITATION OF LIABILITY

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