



AAVANTIKA GAS LIMITED
(A JOINTVENTURE COMPANY OF GAIL & HPCL)

CITY GAS DISTRIBUTION PROJECT IN INDORE

BID DOCUMENT FOR DISPENSER PACKAGE VOL I OF II – COMMERCIAL

(BID DOCUMENT NO110269/WGI/AGL/15-R0)

LIMITED INTERNATIONAL COMPETITIVE BIDDING

ISSUED DATE: 07.09.2011



DELIVERS. EVOLVES.

WHOLE LIFE SOLUTIONS FOR PIPELINE AND SUBSEA SYSTEMS

ISSUED BY



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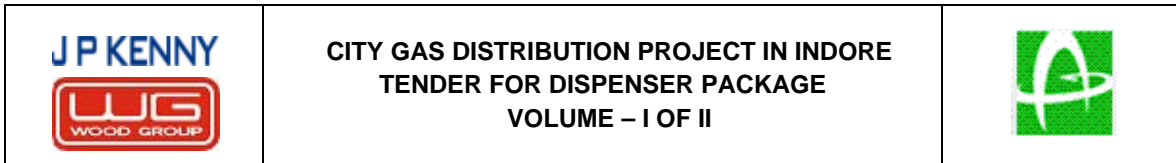
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CITY GAS DISTRIBUTION PROJECT IN INDORE
TENDER FOR DISPENSER PACKAGE
VOLUME – I OF II



SECTION – I
INVITATION FOR BIDS (IFB)



Dear Sir,

Aavantika Gas Ltd. (AGL), a joint venture company between GAIL and HPCL, as part of its service to provide clean fuel to Indore city, is currently executing City Gas Distribution Project to supply Natural Gas to Industrial, Commercial and Domestic consumers and CNG for vehicles. Wood Group Kenny India Pvt. Ltd. (WGI) has been entrusted with the responsibility of providing Project Management Consultancy Services for City gas distribution project in Indore.

As part of PMC services and on behalf of AGL, WGI invites sealed bids under Limited International Competitive Bidding (single stage two bid system) as per details given below.

- 1.0 PROJECT :** CITY GAS DISTRIBUTION PROJECT IN INDORE
- 2.0 ITEM :** Bus Dispense – 6 Nos. and Car Dispenser - 30 Nos.
- 3.0 SCOPE OF WORK :** Supply, installation & commissioning of Natural Gas Refueling dispensers including operations & Maintenance of Dispenser at site with Spares as per technical spec. and SOR

- 4.0 DELIVERY PERIOD :** **Supply**

Description	Indian / Foreign Bidder on FOT Site Basis
CAR DISPENSER	5 Months
BUS DISPENSER	4 Months

Installation and Commissioning: 2 Days for each dispenser from the date of Intimation by Owner / Consultant.

- 5.0 BID VALIDITY :** 4 months from bid due date.

- 6.0 BID SECURITY/EMD :**

Item Description	EMD / Bid Security	
	Indian Bidder in INR	Foreign Bidder in USD
Car Dispenser	8,26,800.00	18,791.00
Bus Dispenser	1,39,440.00	3,169.00



Note: Incase bidder is quoting for both the items, the requirement Bid Security shall be on Cumulative Basis.

The bid security shall be in the form of Demand Draft or Bank Guarantee in favour of AGL, Indore (India), valid for 2 months in excess of bid validity period i.e. for 6 months in the prescribed format (Form F – 3) of the bid document.

- 7.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON TRANSFERABLE)**

For Indian bidders (INR) – Rs. 10,000.00

For Foreign bidders (USD) – USD 200.00

	CITY GAS DISTRIBUTION PROJECT IN INDORE TENDER FOR DISPENSER PACKAGE VOLUME – I OF II	
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- 8.0 PRE-BID MEETING** : 21.09.2011 at 11.00 AM at WGI Office
- 9.0 BID DUE DATE & TIME** : 10.10.2011 at 14:00 hrs at WGI Office, New Delhi
- 10.0 UN-PRICE BID OPENING** : 10.10.2011 at 14:30 hrs at WGI Office, New Delhi
- 11.0 DESIGNATED PLACE** : AGL's Ware House, Near Indore

12.0 BASIS OF EVALUATION

Owner intends to evaluate and finalize this tender on item wise basis i.e. all car and Bus dispensers will be awarded to the lowest bidder. In view, therefore, all items of car and bus dispenser have to be quoted, failing which, the bid will not be considered.

13.0 PRE-BID MEETING:

The bidder or his designated representative is invited to attend the pre-bid meeting, which will take place at the specified time given in IFB of Bid Document.

The purpose of meeting will be to clarify issues, answer queries on any matter related to the bid document.

The bidder is requested to submit the queries by courier / fax / email so as to reach owner / consultant office not later than three days before meeting.

All communication to consultant must be addressed to Project Manager, WGI office.

Any modification of the bid document that may become necessary as a result of the pre-bid meeting shall be made by the owner / consultant exclusively through an addendum / corrigendum.

14.0 VALIDITY OF OFFER

The offer should remain **valid for** 4 months from the bid due date / extended due date of tender.

Submission of bid shall be as follows:



Part – A: UNPRICED BID in THREE SETS (1Original+2 Copies) complete with all technical and commercial details other than prices, i.e., identical to Part-B with prices blanked out ALONG WITH ORIGINAL BID SECURITY OF REQUISITE VALUE.

Part -- B: ONLY PRICED BID IN DUPLICATE WITH FULL PRICE DETAILS AS PER SOR. No other document / details to be enclosed.

The two envelopes containing Part-A & Part-B of offer shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slip and shall bear the name and address of the bidder. Both the copies of the un-priced and priced bid should be signed by the bidder on each page.

- 15.0** The Bid Document calls for offers on single point “Sole Bidder” basis. Bidders are 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.

- 16.0** The prices once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.

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- 17.0** Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.
- 18.0** Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.
- 19.0** Payment of bid document fee through crossed bank draft, from an Indian Nationalised/ scheduled bank or a first class international bank, in favour of Aavantika Gas Ltd., payable at Indore.
- 20.0** Bid document is non-transferable. Bids received from bidders in whose name Bid Document fee has been submitted shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above
- 21.0** Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 6 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.
- 22.0** Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/ /Telegraphic/ E-Mail bids shall be rejected.
- 23.0** AGL / WGI shall not be responsible for cost incurred in preparation and delivery of bids.
- 24.0** Bids to be submitted along with all the required documents & meeting Bid Qualification Criteria (BQC) attached at Annexure – 1 of IFB.
- 25.0** This is **ZERO DEVIATION** bid document. The bids shall be evaluated as received without any reference to the bidder.
- 26.0** AGL / WGI reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Address : **Wood Group Kenny India Pvt. Ltd.**
4th Level, 18 Incube Business Centre
Nehru Place
New Delhi-110019, India
PH NO.: 91-11-4160-8770 / 8384
FAX NO.: 91-11-4654 2419
E- Mail ID: ramesh.chand@woodgroupindia.com

This Invitation for Bid (IFB) is an integral and inseparable part of the enclosed Bid Document.




Yours faithfully,

For & On Behalf of AGL
Wood Group Engg India Pvt. Ltd.

Ramesh Chand
Head (C & P)

Enclosure: Bid Document



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Section I IFB

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Note:

Important for bidders while mailing bids:

- a) Specify bid document number in all your correspondence.
- b) Acknowledge the receipt of the bid document and confirm your intention to quote or otherwise within 7 days of receipt of Bid Document. In case not intending to quote, please give reasons and return the bid document.

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1.0 BID EVALUATION CRITERIA :

1.1 TECHNICAL

- 1.1.1 The bidder shall be a manufacturer or packager of CNG Bus and / or Car dispensers.
- 1.1.2 The bidder should have supplied minimum 18 (Eight) number of dispensers in the last five years reckoned from bid due date.
- 1.1.3 Out of the above supply at least 9 dispensers should have completed continuous trouble free operation of minimum 8000 hrs as on the bid due date. The bidder shall be required to submit the documentary proof (end users certificates) for the above requirement.
- 1.1.4 The bidders should have servicing set up / facility in India and documentary proof in cross reference shall be submitted for the same.

1.2 FINANCIAL

- 1.2.1 Bidder shall have achieved minimum annual turnover as per the audited financial results in anyone of the preceding three financial years i.e. 2008-09 , 2009-10 and 2010-11 or year ending December 2008, December 2009 & December 2010 should be as follows:

Item Description	Minimum Annual Turnover	
	Indian Bidder in Lacs in INR	Foreign Bidder in thousand in USD
Car Dispenser	206.70	469.77
Bus Dispenser	34.86	79.23



- 1.2.2 Net worth of the bidder should be positive as per the last audited financial statement of 2010-11 or December 2010
- 1.2.3 The bidder should have minimum working capital as per the last audited financial year 2010-11 or December 2010 as follows.

Item Description	Minimum Working Capital	
	Indian Bidder in Lacs in INR	Foreign Bidder in thousand in USD
Car Dispenser	41.34	93.95
Bus Dispenser	6.97	15.85

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank having net worth not less than Rs. 100 Crore / USD 22.72 million, confirming the availability of line of credit to cover the inadequacy and meet the current working capital requirements.

Note: Incase bidder is quoting for both the items, the requirement of Annual Turnover and Working capital shall be on Cumulative Basis.

If the audited financial result for the year i.e. FY 2010-11 or year ending December 2010 is not available, then the Bidder has option to submit the audited financial results of the three years immediately prior to that i.e. FY 2007-08 , FY 2008-09 and FY 2009-10 or year ending December 2007, December 2008 & December 2009 for Financial Criteria specified under clause 1.2.1

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If the audited financial result of the immediate preceding year i.e. FY 2010-11 or year ending December 2010 is not available, then the audited financial results of the year immediately prior to FY 2010 – 11 or year ending December 2010 i.e. FY 2009-10 or year ending December 2009 shall be considered for calculation of Financial Criteria specified under clause 1.2.2 to 1.2.3




1.3 DOCUMENTS REQUIRED

Bidder shall meet the qualification criteria as stated above. Bidder shall furnish following documents along with the bid, to justify meeting the stipulated qualification criteria.

- Reference list of previous supplies
- Copies of purchase order.
- Inspection release notes having cross reference to purchase orders.
- Performance report from End user for continuous operation of minimum 8000 hrs as on bid due date
- Annual reports including Audited Balance Sheets and Profit & Loss account statement

In the absence of requisite documents, AGL reserves the right to (i) reject the bid without making any reference to the bidder (ii) get direct feedback from user on satisfactory operation.



1.4 AGL decision shall be final with respect to qualification criteria.

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SECTION - 1

CUT-OUT SLIPS

(ENCLOSED CUTOUT SLIPS TO BE PASTED ON RESPECTIVE ENVELOPES OF THE OFFER)

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CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AGL, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **110269/WGI/AGL/15-R0**
ITEM : SUPPLY OF DISPENSER PACKAGE
DUE DATE & TIME :

TO,




WOOD GROUP KENNY INDIA PVT.LTD
4TH LEVEL, 18, INCUBE BUSINESS CENTRE,
NEHRU PLACE
NEW DELHI-110019, INDIA
PH# 011 – 4160 8770 / 8384

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing “PRICED” & “UNPRICED” bids along with “BID SECURITY/EMD”)

 	CITY GAS DISTRIBUTION PROJECT IN INDORE TENDER FOR DISPENSER PACKAGE VOLUME – I OF II	
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CUT-OUT SLIP

(UN-PRICED BID)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AGL, INDORE

PROJECT : CITY GAS DISTRIBUTION PROJECT

BID DOCUMENT NO. : **110269/WGI/AGL/15-R0**

ITEM : SUPPLY OF DISPENSER PACKAGE

DUE DATE & TIME :

TO,




WOOD GROUP KENNY INDIA PVT.LTD
4TH LEVEL, 18, INCUBE BUSINESS CENTRE,
NEHRU PLACE
NEW DELHI-110019, INDIA
PH# 011 – 4160 8770 / 8384

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing “UNPRICED BID”)

 	CITY GAS DISTRIBUTION PROJECT IN INDORE TENDER FOR DISPENSER PACKAGE VOLUME – I OF II	
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CUT-OUT SLIP

(PRICE BID)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AGL, INDORE

PROJECT : CITY GAS DISTRIBUTION PROJECT

BID DOCUMENT NO. : **110269/WGI/AGL/15-R0**

ITEM : SUPPLY OF DISPENSER PACKAGE

DUE DATE & TIME :

TO,



WOOD GROUP KENNY INDIA PVT.LTD
4TH LEVEL, 18, INCUBE BUSINESS CENTRE,
NEHRU PLACE
NEW DELHI-110019, INDIA
PH# 011 – 4160 8770 / 8384

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing "PRICED BID")

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CUT-OUT SLIP

(EMD / BID SECURITY)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AGL, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **110269/WGI/AGL/15-R0**
ITEM : SUPPLY OF DISPENSER PACKAGE
DUE DATE & TIME :

TO,

WOOD GROUP KENNY INDIA PVT.LTD
4TH LEVEL, 18, INCUBE BUSINESS CENTRE,
NEHRU PLACE
NEW DELHI-110019, INDIA
PH# 011 – 4160 8770 / 8384

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing “EMD / BID SECURITY”)

SECTION - II
INSTRUCTIONS TO BIDDERS



**CITY GAS DISTRIBUTION PROJECT IN INDORE
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1.0 **COST OF BIDDING**

- 1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and OWNER (AGL) / CONSULTANT (WGI) 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 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (IFB) 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. 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 duly filled in, along-with the un-priced part of bid. This is important.**

- 2.2 Bid Document is not transferable. Bids received in the name of whom it is issued shall only be accepted.

3.0 **CLARIFICATION OF BID DOCUMENT**

- 3.1 A prospective bidder requiring any clarification of the Bid Document may notify OWNER / CONSULTANT in writing or by fax, telex or e-mail at the Owner's/ Consultant's mailing address indicated in the IFB. The OWNER / CONSULTANT will respond in writing to any request for clarification of the Bidding documents, which it receives not later than 04 (Four) days prior to the deadline for the submission of bids prescribed. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents.

- 3.2 In case pre-bid meeting is envisaged, all question/ queries should be referred to OWNER/ CONSULTANT at least 04 (Four) days before the schedule date of meeting.

4.0 **AMENDMENT OF BID DOCUMENT**

- 4.1 At any time prior to the bid due date, the OWNER / CONSULTANT 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 or post to all prospective bidders who have received the bidding documents and will be binding on them.

- 4.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, the OWNER / CONSULTANT 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 shall be written in ENGLISH language only. 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.



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6.0 DOCUMENTS COMPRISING THE BID

6.1 The bid prepared by the bidder shall comprise the following components:

- a) Bid Security in accordance with Article-12.
- b) Information and documentary evidence establishing bidder's claim for meeting qualification criteria as stipulated in IFB.
- c) Information and documentary evidence establishing bidder's eligibility to bid and eligibility and conformity of goods to Bid Document in accordance with Article-10.
- d) Bid Form and a Price Schedule completed in accordance with Articles- 7 & 8.
- e) Agreed Terms and Conditions duly filled in.
- f) Bid document with corrigendum (If any) duly stamped and signed.
- g) Any other information/details required as per bid document.
- h) Power of Attorney in non judicial stamp paper in original physical form in favour of person (s) signing the bid that such person (s) is / are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

7.0 BID FORM

7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule (Schedule of Rates) furnished in the Bid Document, indicating the goods to be supplied, a brief description of the goods and services, quantity and prices.

8.0 BID PRICE

8.1 The bidder shall indicate on the appropriate Schedule of Rates (SOR) / Price Schedule attached as **Attachment –2** in the bid document, 'Unit Prices & Total Bid Prices' and the Country Of Origin of goods, offered to supply under the contract.

8.2 Indian Bidders

8.2.2 Prices shall be quoted, in the prescribed Schedule of Rates (SOR) / Price Schedule, by Indian bidder, separately for each item of scope, in the following manner:

8.2.2.1 Ex-works price shall include packing and forwarding, taxes & duties on raw materials components, cost of imported raw materials/components, if any and Customs Duty, surcharge on Customs Duty, CVD & Special Addl. Duty as applicable thereon and Marine Insurance but excluding inland transportation to Owner's Project Site.

8.2.2.2 Separate & clear break-up of Terminal Excise Duty & Central Sales Tax (Against Form C), indicating applicable rates on the finished goods.

8.2.2.3 Separate and clear break-up of firm charges for inland transportation and other local cost incidental for delivery of goods to the designated site including transit insurance and all insurance required till commissioning and hand over to the Owner.

8.2.2.4 Only the statutory variation in Central Sales Tax (Against Form C) / VAT & Excise Duty (payable on the finished products), if any, and service tax within the contractual delivery period shall be borne by the OWNER. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to the Owner.

8.2.2.5 Form C will be provided by AGL

8.3 Foreign Bidders



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- 8.3.1 Foreign bidders are required to quote price in a similar manner and the quoted price shall be inclusive of all costs as applicable and as envisaged in the bid document and Schedule of Rates (SOR). Custom duty shall be paid by the bidder. The custom duty shall be reimbursed against documentary evidence. All liaising work with custom authorities for duty assessment, duty payment, port clearance and thereafter, arrange inland transportation to site and receipt at site will be the responsibility of the bidder and the cost thereof shall be included in the quoted price.
- 8.3.2 Price of goods quoted as FOB Port of Shipment shall be inclusive of all taxes, duties and all other charges applicable in the country of origin up to FOB Port of Shipment. Marine Insurance & sea freight is also in bidder's scope and to be indicated in SOR.
- 8.3.3 Bids should be submitted directly by the bidder instead of through Indian Agent. Where appointment of Indian Agents become unavoidable, the circumstances thereof must be clearly explained and the Indian Agency Commission charges included in quoted prices (in terms of percentage of quoted FOB prices) be specified in relevant 'Schedule of Rates (SOR) / Price Schedule'. The Indian Agency Commission, shall be payable in non-convertible Indian Rupees to such agent upon complete execution of order after receipt, installation and acceptance of goods.
- Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids and will not in any way limit the Owner's right to contract on any of the price basis/terms offered basis.
- 8.3.4 While quoting, bidder has to consider merit rate of custom duty. Bidder will pay the custom duty and reimburse towards custom duty shall be made by AGL after submission of document proof.

8.5 Fixed Price

- 8.5.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 8.6 The terms shall be interpreted as per INCOTERMS 2000'

- (i) FOT - Free on Truck / Trailer
- (ii) FOB – Free on Board
- (iii) CFR – Cost & Freight
- (iv) CIF – Cost, Insurance & Freight

9.0 BID CURRENCIES

- 9.1 For supply of goods, Indian Bidders shall submit bid in Indian Rupees only and foreign bidders shall submit bid in Euro or US dollar.
- 9.2 For services, which the foreign bidder will render from outside India, the prices may be quoted in Euro or US Dollars or Indian Rupees.
- 9.3 A bidder expecting to incur a portion of his expenditure in the execution of contract in Indian Rupees and wishing to be paid accordingly shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 9.4 **Exchange rate variation**, if any, shall be to bidder's account.

10.0 DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION CRITERIA



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10.1 Pursuant to the specified Qualification Criteria as mentioned in **Annexure – 1** to IFB, the Bidder shall furnish all necessary supporting documentary evidence to establish the Bidder's claim of meeting the Qualification Criteria.

11.0 DOCUMENTS ESTABLISHING GOODS ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

11.1 The bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the Contract.

11.2 The documentary evidence of the goods and services in conformity to the Bid Document which may be in the form of literature, drawings or data and shall furnish detailed description of the goods, essential technical and performance characteristics etc. as per the requirement of Qualification Criteria.

11.3 The bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the OWNER / CONSULTANT in its Technical Specifications are intended to be descriptive only and not restrictive

12.0 BID SECURITY

12.1 Pursuant to Article-6 of ITB, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bid (IFB).

12.2 The Bid Security in Indian rupees / USD shall be in the form of Demand Draft in favour of "Aavantika Gas Ltd.", payable at Indore (issued by Indian Nationalized / Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favor of Aavantika Gas Limited as per format enclosed at F-3.

12.3 The Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank .However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank 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 its letterhead in the form provided in the bid document and valid for two months beyond the validity of the Bid.

12.4 Any bid not secured in accordance with Article-12.1 and 12.3 of ITB may be rejected by the OWNER/ CONSULTANT as non-responsive pursuant to Article-20 of ITB

12.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the OWNER/ CONSULTANT, pursuant to Article-13 of ITB.

12.6 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to Article – 28 of ITB and furnishing the performance security pursuant to Article-29 of ITB.

12.7 The bid security may be forfeited:

- a) If a bidder withdraws or vary his bid or any term thereof 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 :
 - To furnish Performance Security in accordance with Article-29.



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- If a Bidder changes the proposed manufacturer after submission of Bid.

c) To accept as arithmetical corrections of its bid pertinent to Article 22.2.

12.8 Bid Security should be in favour of Aavantika Gas Ltd. (AGL). The original Bid Security should be enclosed separately in a sealed cover and submitted along with the UNPRICED BID. **Bid Security must indicate the Bid Document number and the item for which the bidder is quoting.** This is essential to have proper co-relation at a later date. The Bid Security shall be strictly in the form provided at Form F - 3.

13.0 **PERIOD OF VALIDITY OF BID**

13.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by the OWNER/ CONSULTANT as non-responsive.

The bidder shall not be entitled during the said period of bid validity, without the consent in writing of the OWNER/ CONSULTANT 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/ CONSULTANT in writing, the OWNER/ CONSULTANT shall forfeit the Bid security furnished by Bidder.

Notwithstanding Article-13.1 above, the OWNER/ CONSULTANT 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, cable or post. The bid security provided under Article-12 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.

14.0 **FORMAT AND SIGNING OF BID**

14.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and all copies of the bid shall be typed or written in indelible 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. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

14.3 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.

15.0 **PREPARATION & SUBMISSION OF BID**

15.1 One set of Bid Document including Bid form shall be issued to the Bidders. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

15.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.

15.3 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.

15.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.



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15.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below:

Part-A: Techno-Commercial/ Un-Priced Bid along with Bid Security/EMD

Part-B: Priced Bid

15.5.1 **PART-A: Techno-Commercial / Un-Priced bid**

15.5.1.1 **Part-A: Un-priced bid** shall be submitted in TRIPLICATE (One Original & Two copies) complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. These un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid Due Date & Time, etc., and "UNPRICED BID - DO NOT OPEN". The envelope shall also indicate the name and address of the bidder. EMD / Bid Security shall be submitted in a separate envelope along with PART – A, duly pasted cut out slip.

15.5.2 **PART-B: Priced Bid**

15.5.2.1 **Part-B: Priced bid** shall be submitted in DUPLICATE with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time, etc., and "PRICED BID - DO NOT OPEN". EXCEPT PRICE BID NO OTHER TECHNICAL OR COMMERCIAL DOCUMENT IS TO BE ENCLOSED WITH PRICE BID.

15.5.2.2 The three envelopes containing PART-A (two envelopes) & PART-B (one envelope) 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

15.5.3 The Bidder on each page should sign both the copies of the UNPRICED BID and PRICE BID.

15.6 **Sealing & Marking of Bids**

15.6.1 If the outer envelope is not sealed and not marked as required by Article-15.5, the OWNER / CONSULTANT will assume no responsibility for the Bid's misplacement or premature opening.

16.0 **BID DUE DATE**

16.1 Bids must be received by the CONSULTANT at the address specified in the IFB, not later than the date and time specified in the Bid Document.

The OWNER / CONSULTANT may, at its discretion, on giving reasonable notice by fax, telex or 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 / CONSULTANT and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended..

17.0 **LATE / TELE-FAX BIDS**

17.1 Any bid received by the CONSULTANT after the bid due date and time prescribed in IFB shall be rejected.

17.2 Bids in Telegraphic / Tele-fax/ E-mail/CD/DVD/Pen Drive will not be considered and shall be rejected



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18.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Article-15.6. A withdrawal notice may also be sent by Tele-fax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

18.2 Subject to Article-20.6.1, no bid shall be modified subsequent to the deadline for submission of bids.

18.3 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.

19.0 OPENING OF UNPRICED BIDS

19.1 The bid opening shall be conducted at WGI office as mentioned in IFB.

20.0 EVALUATION OF BIDS

20.1 The OWNER/ CONSULTANT 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.

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

20.3 Qualification of Bidder: The experience details and financial capabilities of the Bidders shall be examined to determine whether the Bidders meet the Qualification Criteria mentioned in INVITATION FOR BIDS (IFB).

Only Bids determined as meeting the Qualification Criteria mentioned shall be taken up for further evaluation.

20.4 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

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

20.6 TECHNO-COMMERCIAL EVALUATION OF BIDS

20.6.1 To assist in the examination, evaluation and comparison of bids, the OWNER/ CONSULTANT 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 and no change in the price or substance of bids shall be sought, offered or permitted, pursuant to Article-20.4 & 20.5.

20.6.2 Prior to the evaluation and comparison of bids pursuant to Article-22, the OWNER/ CONSULTANT 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



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or reservations. The OWNER/ CONSULTANT determination of a bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

20.6.3 A bid determined as substantially non-responsive will be rejected by the OWNER/ CONSULTANT and may not subsequently be allowed by the OWNER/ CONSULTANT to be made responsive by the bidder by correction of the non-conformity.

20.6.4 Bidder's Bid shall be considered non-responsive and rejected, if ANY deviations are taken to the provisions of Bid Documents by the Bidder:

Bids not confirming to technical specification / requirements as mentioned in Bid Document are likely to be rejected.

20.6.6 Conditional Bids will be rejected.

20.7 REJECTION OF BIDS

Owner requests bidders to accept all terms and conditions stipulated in this document without taking any deviation for speedy decision.

Offers with deviation as stipulated below shall be rejected:

1. Validity of offers for less than the period stipulated at Article 12 (ITB) shall be rejected.
2. Non-acceptance of Arbitration, Firm prices, Force Majeure, Warranty / Guarantee, (Defect Liability period), Termination clauses.
3. Price not quoted as required in the Schedule of Rates.
4. Payment Terms.
5. Price Reduction Schedule
6. Non submission of CPBG
7. Scope of work not meeting technical specs.
8. Bids without accompanying Bid Security.

21.0 OPENING OF PRICE BIDS

21.1 The price bids of the substantially responsive bidders will only be opened. The price bids of those bidders determined to be not substantially responsive will be rejected.

21.2 The Owner / Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

21.3 The Owner / Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

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

22.0 COMPARISON OF BIDS

22.1 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total price, the sum of the total price shall prevail and the total bid amount will be corrected.



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22.2 Conversion to Single Currency

22.2.1 To facilitate evaluation and comparison, the OWNER/ CONSULTANT will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Selling Rates as declared by Reserve Bank of India a day prior to priced bid opening.

OWNER/ CONSULTANT evaluation and comparison of prices of previously determined substantially responsive bids shall take following in account:

22.3 Domestic Bidders:

The evaluated price of domestic bidders shall include the following:

- i) FOT site price including all taxes/duties, freight, insurance etc.
- ii) Charges for erection & commissioning.
- iii) Charges for Annual Maintenance
- iv) Mandatory Spares, as per SOR

22.4 Foreign Bidders:

The evaluated price of foreign bidders shall include the following:

- i) FOT site price including all taxes/duties, freight, insurance etc.
- ii) Prevailing rate of Customs Duty / CVD / Addl. Duty @ 23.89% on CIF Value
- iii) Charges for erection and commissioning
- iv) Charges for Annual Maintenance
- iv) Mandatory Spares, as per SOR

23.0 LOWEST BID

The evaluated price of all the domestic bidder at 22.3 and foreign bidders at 22.4. above shall be compared to arrive at the lowest bid.

24.0 CONTACTING THE OWNER/ CONSULTANT

24.1 Subject to Articles-20.4, 20.5 & 20.6.1 no Bidder shall contact the OWNER/ CONSULTANT on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

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

25.0 AWARD CRITERIA

The OWNER 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.

26.0 OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The OWNER reserves the right to increase or decrease the quantity (plus or minus 15%) specified in the scope (in respect of each item of scope), without any change in unit price or other terms & conditions.



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27.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

27.1 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

28.0 NOTIFICATION OF AWARD AND DISCHARGE OF BID SECURITY UNSUCCESSFUL BIDDERS

28.1 Prior to the expiration of period of bid validity the will notify the successful bidder in writing or by fax, to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract.

28.2 Supply period shall be counted from the date of notification of award (Fax of Intent).

Upon the successful bidder's acceptance of the order, the OWNER / CONSULTANT will promptly notify each unsuccessful bidder(s) and will discharge their bid security, pursuant to Article-12.

29.0 PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

29.1 Within 15 days of the receipt of the notification of the award (Fax of Intent) from the OWNER, the successful bidder shall furnish the performance security in accordance with Article-12 of General Conditions of the Contract in the form provided in the bid document.

29.2 The performance security shall be for the amount equal to 10% of the value of total contract towards faithful performance of the contractual obligations.

The Bank Guarantee, shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs. 100 Crores/US\$ 20.4 million and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. The bank guarantee shall be valid for a period as stated in Article-12 of General Conditions of the Contract. The said bank guarantee shall be in the same monetary currency as that of the Contract.

29.3 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 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.

30.0 INVOICE AND PAYMENT

All payments against the order shall be released by AGL, Indore. (3) three sets of invoices must be sent to the Engineer-in-charge (AGL, Indore) as per address specified below

31.0 POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to the Project Manager, AGL, Indore with a copy to Project Manager, WGI New Delhi :-

Project Manager
AGL, Indore
LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)



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Pin – 452008

Project Manager
Wood Group Kenny India Pvt. Ltd.
4th Level, 18 Incube Business Centre
NEHRU PLACE
NEW DELHI-110019, INDIA
PH NO.: 91-11-4160-8770 / 8962
FAX NO.: 91-11-4654 2419

32.0 OWNER'S BANKERS

AGL's Bankers name for negotiation of documents is as Follows:

State Bank of India
567, M.G.Road
Indore, India



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SECTION – IV
SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- a. The Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- b. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- c. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2.0 DEFINITIONS

For definitions refer to General Conditions of Contract (GCC).

3.0 SCOPE OF WORK

The Scope of Work shall be as set out in Volume II (Technical) of the tender document.

4.0 FIRM PRICES

- 4.1 Without prejudice to stipulation in General Conditions of Contract, the bidders should quote firm prices inclusive of all taxes, duties and other levies and cess.
- 4.2 The quoted prices shall not be subject to price escalation during the contract period, for whatever reason except for the statutory variation stipulated in ITB.

5.0 DELIVERY SCHEDULE

- 5.1 The material under the scope of supply shall be delivered to Owner's site / warehouse as specified in IFB / Volume II of II.
- 5.2 Failing to meet the delivery schedule will be subject to Price Reduction Schedule and / or other remedies available under this contract.
- 5.3 Delivery of Goods shall be based on FOT Project Site basis. The date of receipt and acceptance of materials at AGL Storages House shall be considered as the date of delivery.

6.0 TERMS OF PAYMENTS

6.1 Supply Portion:

85 % of the total supply order price (per Dispenser package) will be paid against receipt of ordered item (s) by Owner at site within 30 days of receipt and acceptance of bills at site against relevant documents as mentioned in order, payment will be through cheque (incase of Domestic bidder) and Letter of Credit (in case of foreign bidder).

Document Requirement

- a. Inspection release note by Purchaser / Consultant. (Indian / Foreign Bidder)
- b. GR / LR. (Indian / Foreign Bidder)



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- c. Packing List (Indian / Foreign Bidder)
- d. Proof of Receipt at Store (Indian / Foreign Bidder)
- e. Dispatch Clearance by Owner / Consultant. (Indian / Foreign Bidder)
- f. Documents as specified in the Technical Specifications. (Indian / Foreign Bidder)
- g. Clean Bill of Lading. (Foreign Bidder)
- h. Country of origin certificate (Foreign Bidder)
- i. Documents pertaining to ocean freight (Foreign Bidder)

6.2 10 % of the total supply order price (per Dispenser package) will be paid within 30 days of successful completion of erection, testing, commissioning and field performance test and acceptance thereof by owner and submission of all technical documents as per tender requirement.

6.3 In case erection and commissioning is delayed beyond 3 months from receipt of package at site, 5% payment towards supply will be released to the vendor after 3 months of receipt at site & balance 5% shall be released after, successful completion of installation, testing, commissioning & field performance / acceptance thereof by owner and submission of all technical documents as per tender requirement.

6.4 5 % on submission of final documents & as built drawings and completion in all respect.

6.5 Installation and Commissioning: (For Domestic & Foreign Bidder)

100% within 30 days on successful testing, commissioning and handing over to owner.

6.6 Payment for AMC (For Domestic & Foreign Bidder)

On pro-rata monthly basis, only in Indian Rupees, against monthly invoice duly certified by engineer-in charge with in 30 days from the date of submission of bills to the owner.

7.0 MODE OF PAYMENT

7.1 Foreign Bidder:

Through Irrevocable Letter of Credit. All Foreign Bank charges towards advising negotiation/cable charges and confirmation of Letter of Credit will be borne by the Seller. Irrevocable Letter of Credit shall be opened after receipt of unconditional acceptance of Fax of Intent (FOI) and submission of 10% Contract cum Equipment Performance Bank Guarantee as per format given in tender.

For Site works Owner will make payment by wire transfer against submission of desired documents within 30 days after submission of document.

7.2 Domestic Bidder:

Payment will be released through normal banking channels within 30 days of receipt of relevant documents along with correct invoice, complete in all respects.

8.0 PRICE REDUCTION SCHEDULE (PRS)

8.1 Further to clause 26.0 of General condition of contract - Goods the clause is modified to below extent:
"Deductions shall apply as per following formula:

In case of delay in delivery of equipment material / or delay in completion, the Contract price (excluding Maintenance Charges) shall be reduced by ½ % of the total price of the undelivered lot for which the delivery is delayed, per week of delay or part thereof subject to a maximum of 5% of the total contract price.

9.0 PACKING, MARKING AND SHIPMENT



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9.1 Packing / Marking and Shipping shall be as per Attachment – 3.

10.0 PAYING AUTHORITY

10.1 Paying authority shall be

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor,
Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

11.0 FALL CLAUSE

Article 38.0 of GCC is not applicable for this tender.



SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC-GOODS)



GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

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

- 1.0 BIDDER: Designates the individual or legal entity, which has made a proposal, a tender, or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT: shall mean M/s Wood Group Engineers India Pvt. Ltd. (WGI) having registered office at 4th Level, 18 Incube Business Centre ,Nehru Place, New Delhi-110019, India. The term consultant includes successors, assigns of M/s Wood Group Engineers India Pvt. Ltd. (WGI).
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions there of together with any subsequent modifications there to.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 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 there to.
- 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, stage-wise 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.



GENERAL CONDITIONS OF CONTRACT

- 1.13 PURCHASER / OWNER shall mean AAVANTIKA GAS LIMITED (AGL) having its registered office at LIC Building, 2nd Floor, Jeevan Pradeep, 12-12A, Anoop Nagar, A.B. Road, Indore (M.P) ,Pin – 452008. The term PURCHASER includes successors, assigns of AGL.
- 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, and 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



GENERAL CONDITIONS OF CONTRACT

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 fulfil 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 Scope of Contract** 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure there to.
- 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 documents, 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



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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 along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER /CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 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 there to 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 here in 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 there in shall take precedence over the Seller's bid and all



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- 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 may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. Except for purpose of performing the CONTRACT.
- 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, trademark 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 15 days after the Seller's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent



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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. PURCHASER will discharge the Bank Guarantee not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 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,



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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 warranty 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 Time Schedule &

- 14.1 Time Schedule Network/Bar Chart



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- Progress Reporting**
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, and 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 along with 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 encase Performance Guarantee in full or part.
- 15 Delivery & Documents**
- 15.1 The SELLER in accordance with terms specified in the CONTRACT shall make delivery of the GOODS, and the goods shall remain at the risk of the SELLER until delivery has been completed.



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- 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 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 SELLER.

Insurance Requirements:

Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by SELLER.

Foreign Bidders: Marine insurance as well as transit insurance in PURCHASER's country shall be arranged and borne by SELLER.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against



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each equipment.

17 Transportation

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to 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 Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.3.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.3.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.3.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the SELLER of any warranty/guarantee obligations under the Contract.
- 18.3.4 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.
- 18.4 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.
- 18.5 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.
- 18.6 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 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 warranty 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



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- 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 (2) 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 (trademark), 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 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.



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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. The SELLER shall similarly guarantee repaired or replaced materials 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 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.



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- 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 fulfilment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies (USD / Euro / INR) in which the Contract Price has been stated in the SELLER's 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.
- 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 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.



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23	Subletting & Assignment	23.1	The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24	Time As Essence of Contract	24.1	The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays in The SELLER's Performance	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: <ul style="list-style-type: none">i) Hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; orii) 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; oriii) 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.
		25.2	Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.
26	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,



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the PURCHASER may deduct the amount so payable to 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 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 Termination of 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



GENERAL CONDITIONS OF CONTRACT

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 AGL (India) Ltd. Against any type of tender nor their offer will be considered by AGL against any ongoing tender (s) where contract between AGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by AGL (India) Ltd. 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 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 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



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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 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 Union Territory of New Delhi.

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 (AGL (India) Limited) 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



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be at New Delhi, 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 centres 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 | 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 | Notices | 32.1 | Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing. |
| | | 32.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 33 | Taxes & Duties | 33.1 | A foreign SELLER shall be entirely responsible for all taxes, stamp duties, 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, Central Sales Tax / Sales tax / VAT (Against Form C) and Excise Duty on finished products shall be reimbursed by PURCHASER upon submission of proof of payment. |
| | | 33.3 | Customs duty payable in India for imported goods ordered by PURCHASER on foreign SELLER shall be borne and paid by THE SELLER. |
| | | 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 up to the bidder/seller to ascertain the amount of these taxes and to include them in his bid price. |



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- 34 Books & Records** 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
- 35 Permits & Certificates** 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and 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 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 fulfilment of the CONTRACT.
- 36.5 **Cut-off Dates**
No claims or correspondence on this Contract shall be entertained by the PURCHASER/CONSULTANT after 90 days after expiry of the performance guarantee (from the date of final extension, if any)
- 36.6 **Paragraph heading**
The paragraph heading in these conditions shall not affect the construction thereof.



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- 37 Import License** 37.1 No import license is required for the imports covered under this document.
- 38 Fall Clause** 38.1 The price charged for the 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 Deptt. 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 Deptt. 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 AGL 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 up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the AGL 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 up to 50% of the total order value without any change in unit price or other terms and conditions.



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- 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.

Annexure-1 to GCC-GOODS

TERMS & CONDITIONS FOR SITE WORK (Dispensers - AGL)

1. All labour (skilled and un-skilled) tools, tackles and consumables shall be arranged by the vendor / seller at his own cost for all site works.
2. Vendor shall arrange and pay for the transport, accommodation, medical and other facilities for their employees / staff at their own cost.
3. Vendor shall abide by all labour laws, safety codes and statutory regulations and keep owner indemnified in respect thereof.
4. Vendor shall arrange and pay for all insurances as may be required under the law for their employees and material till commissioning and handing over.
5. Vendor shall / may be working at owner's site along with agencies who will be engaged in some other activities, for which, the third party risk shall also be covered.
6. Vendor shall keep the site as clean as possible during erection / testing and remove all temporary structure etc., if any, immediately after erection / testing is completed.
7. Electricity & Gas will be made available at site by the owner for testing / commissioning.
8. Unloading at site will in vendor's scope.



SECTION V
AGREED TERMS AND CONDITIONS



**CITY GAS DISTRIBUTION PROJECT IN INDORE
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**BID DOCUMENT No. 110269/WGI/AGL/15-R0
AGREED TERMS & CONDITIONS
(FOR INDIAN BIDDER)**

Vendor Name: M/s _____
 BID DOCUMENT No.: _____
Vendor's Offer Ref No. _____
 Tel. No. _____ Fax No. _____
 Contact Person: _____ E-mail _____

1. All correspondence must be in **ENGLISH** language only.
2. Duly signed & stamped copies of this "questionnaire", with all the clauses duly confirmed / Precisely replied to by the vendor, shall be enclosed.
3. All commercial terms are given / confirmed in the questionnaire itself and not elsewhere in the quotation. In case of contradiction, the same given herein shall prevail, confirm.
4. Failure on the part of vendor in not returning this duly filled-up "questionnaire un priced quotation and/or submitting incomplete replies may lead to rejection of vendors quotation".
5. **ZERO DEVIATION:** your offer shall be in total compliance with bidding document containing commercial and technical specifications including general / technical notes and scope of supply including documentation as per material requisition (MR) and subsequent technical/commercial amendment and technical/commercial corrigendum, if any, without any deviation otherwise offer shall be liable for rejection.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1. i)	Quoted prices are on FOT despatch point basis inclusive of Packing & Forwarding.	Confirmed
ii)	Specify Despatch Point	-----
iii)		Confirmed
a)	Confirm that firm freight charges, for transportation by road upto the Project site including CENVATable service tax quoted in price bid.	Confirmed
b)	In case service tax is non CENVATable, same shall be included in the quoted freight charges.	Confirmed
c)	Confirm that the CENVATable Service tax payable extra on freight quoted in price bid.	Confirmed
d)	Bidder shall be reimbursed Service Tax on production of documentary evidence and against CENVATable invoices issued in accordance with the service tax rule.	Confirmed
iv).	TRANSIT RISK INSURANCE shall be covered by the Seller against their MCE (Marine cum Erection) Policy and the same has to be included in the quoted prices.	Confirmed
2.	EXCISE DUTY PAYABLE EXTRA:	
	a. Tarrif sub heading no.	No. _____
	b. Present rate of Excise Duty payable extra on finished products (including spares).	Confirm quoted in Price Schedule.
	c. Any variations in ED at the time of supplies for any reasons including variation	Confirmed



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	due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser. d. In case (c) above is not acceptable, indicate max. rate applicable.	
2.1	Please indicate following break-up a) CENVATable Excise Duty b) Non CENVATable Excise Duty	100% NIL
2.2a)	The payment against CENVATable portion shall be made at actual subject to maximum given at 2. 1 (a) above. Confirm acceptance.	Confirmed
b)	Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	Confirmed
2.3	The CENVATable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	Confirmed
2.4a.	Clarify whether Excise Duty will be applicable on freight charges also.	Not Applicable
b.	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	Confirmed
c.	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owners account subject to documentary evidence to be furnished by the vendor.	Confirmed
3.a.	SALES TAX: Specify CST/ LST / VAT payable extra.	Confirmed. Specified in Price Schedule (SOR)
b.	Indicate present rate: (For CST, LST or VAT, Against Form C)	Confirmed. Quoted in Price Schedule
c.	Clarify whether Sales Tax will be applicable on freight charges also.	Not Applicable
d.	In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	Confirmed
e.	Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owners account subject to documentary evidence to be furnished by the vendor.	Confirmed
f.	If CST/LST / VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	Confirmed
4.	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to Vendor's account whereas any corresponding decrease shall be passed on to the Owner.	Confirmed
5.	SITE WORK: If Material Requisition/ enquiry documents call for Site Work, please confirm the following:	
a.	Confirm that quoted prices include Works Contract Tax.	Confirmed
b.	Owner shall not pay any variation including statutory variation. Any extra implication due to wrong assessment and/ or selection of mode of ordering shall	Confirmed



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c.	be borne by you. Confirm acceptance. WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance.	Confirmed
6.	SPARES PARTS:	
(a)	Confirm item wise unit price (FOT Despatch Point) of following spare parts if required in Material Requisition (MR) have been quoted indicating itemized quantity. i) Mandatory spares (if required) and Special tools and tackles, as specified in MR, are included in the quoted prices. ii) Recommended spare parts for two years operation & maintenance are quoted separately. Also quote freight charges upto site for the spares.	Confirmed Confirmed Confirmed
(b)	Confirm commissioning spares wherever required have been included in the quoted price and list of commissioning spares is also furnished.	Confirmed
7.	Confirm documentation charges as per MR are inclusive in your quoted prices.	Confirmed
8.	Confirm customer references list for the item/model quoted by you, is given in offer.	Confirmed
9.	PRICE REDUCTION ON DELAY IN DELIVERY: a) Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed in Bidding Document. Liquidated damages or penalty are not acceptable. b) In case of delay, vendor will reduce the invoice amount by applicable reduction	Confirmed Confirmed
10.	DELIVERY PERIOD:	
a.	Please confirm shortest delivery period conforming to BID DOCUMENT requirement on FOT Site basis from the date of Fax of Intent only.	Confirmed
b.	Delivery period will be counted from date of release of Fax of Intent. Date of receipt and acceptance of materials at Site/Storage Yard will be considered as delivery date. Please confirm.	Confirmed
11.	PAYMENT TERM: Confirm acceptance of payment terms as per “Payment Terms and Mode of Payment” enclosed in Bidding Document.	Confirmed
12.	PART ORDER:	
a.	Confirmed acceptance to Part Order.	Confirmed
b.	Any charges quoted extra as lump sum shall be applicable prorata on value basis in the event of part order.	Confirmed
13.	Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC (Goods).	Confirmed
14.	PERFORMANCE BANK GUARANTEE: Submission of Performance Bank Guarantee for 10% of total order value as asked in General Conditions of Contract (Goods) and Instructions to Bidders (ITB) for full guarantee period plus 90 (ninety) days.	Confirmed
a)	i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank.	Confirmed
b)	ii) However, if Performance Bank Guarantee are furnished other than the Nationalized Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any	Confirmed



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	declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	
15.	FIRMNESS OF PRICES: Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account.	Firm & Fixed
16. a.	TESTING AND INSPECTION CHARGES: Goods and services are subject to stage-wise and final inspection by Owner/WGI. Travel, Living and Personnel expenses of Owner / WGI's inspectors shall be borne by Owner / WGI.	Confirmed Included
b.	Quoted prices are: i) Inclusive of all testing and inspection charges as per MR. ii) inclusive of all IBR / IGC/NACE charges (if applicable) as required in the Material Requisition.	Confirmed Not Applicable for this Tender
c.	Is your shop approved by IBR/CCE authority, if yes, indicate validity. i. IBR ii. CCE	Not Applicable for this Tender
17.	Quoted prices are after considering the benefit of CENVAT on CVD & Cess on it.	Confirmed
18. a)	VALIDITY: Confirm that the offer shall be valid upto 4 months from the bid due date/extended due date.	Confirmed
b)	Confirm validity of recommended spares for 2 years operation and maintenance will be 6 months over and above the validity of offer.	Confirmed
19. a)	ZERO DEVIATION: Confirm your offer is in total compliance with Bidding Document containing technical specifications including General I Technical notes and scope of supply including documentation is as per Material Requisition (MR) and subsequent Technical amendment and Technical corrigendum, if any, without any deviation.	Confirmed
b)	Confirm your offer is in total compliance with Bidding documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract. (SCC Goods) v) Payment Terms and Mode of Payment. vi) Packing, Marking & Shipping Instructions. vii) Terms & conditions for Supervision of Erection, Testing & Commissioning (if applicable). viii) Terms & conditions for Installation/Site Work, (if applicable).	Confirmed Confirmed Confirmed Confirmed Confirmed Confirmed Not Applicable Confirmed



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c)	Deviation to Terms & Conditions shall lead to rejection of offer.	Confirmed
20.	Furnish Balance Sheet/ Annual Reports & Turnover figures of last three years along with your unpriced offer:	Confirmed
21.	Whether any of the Directors of Vendor is a relative of any Director of Owner / WGI or the vendor is a firm in which any Director of Owner / WGI or his relative is a Partner or the vendor is a private company in which any director of Owner/WGI is a member or Director.	Confirmed No relation
22.	Please confirm you have not been banned or de-listed by any Government or Quasi Government agencies or PSU's. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However, if this declaration is not furnished the bid shall be rejected as non-responsive.	Not Banned
23. 23.1	Please confirm your offer contains the following: UNPRICED OFFER Deviation sheet, if any.	No Deviation
23.2 a. b.	PRICED OFFER Price Schedule. Statement that all specification and terms & conditions are as per unpriced copy of offer.	Confirmed Confirmed
24.	Any claim arising out of order shall be sent to Owner in writing with a copy to WGI within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant / Owner.	Confirmed
25.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	Confirmed

VENDOR'S NAME:
SIGNATURE & SEAL:



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**(BID DOCUMENT No. -110269/WGI /AGL/15-R0)
AGREED TERMS & CONDITIONS (ATC)
(FOREIGN BIDDERS)**

Vendor Name: M/s _____

BID DOCUMENT No.: _____

Vendor's Offer Ref No.: _____

Tel. No. _____ Fax No. _____

Contact Person: _____ E-mail: _____

1. All Correspondence Must Be In **ENGLISH** language only.
2. Duly signed & stamped copies of this "questionnaire", with all the clauses duly confirmed / precisely replied to by the vendor, shall be enclosed.
3. All commercial terms are given / confirmed in the questionnaire itself and not elsewhere in the quotation. In case of contradiction, the same given herein shall prevail, confirm.
4. Failure on the part of vendor in not returning this duly filled-up "questionnaire with un priced quotation and/or submitting incomplete replies may lead to rejection of vendor's quotation".
5. **ZERO DEVIATION:** Your Offer Shall Be In Total Compliance With Bidding Document Containing Commercial And Technical Specifications Including General / Technical Notes And Scope Of Supply Including Documentation As Per Material Requisition (MR) And Subsequent Technical/Commercial Amendment And Corrigendum, If Any, Without Any Deviation Otherwise Offer Shall Be Liable For Rejection.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION WITH DETAILS
1.	a) Confirm that the offer contains firm unit and total prices SEPARATELY on FOB. International Port of Exit. b) Indicate international Seaport of Exit. c) Confirm that firm CFR charges up to port of entry in India (Mumbai) have been quoted in price bid. d) Owner will reserves the option to place order on FOB or on CFR basis.	Confirmed ----- Confirmed Confirmed
2.	Delivery Period: a) Quote earliest firm Delivery period conforming to BID DOCUMENT requirement. b) Confirm delivery period shall be reckoned from the date of Fax of Intent c) Confirm date of clean Bill of Lading shall be considered as date of delivery.	Confirm Confirmed Confirmed
3.	Marine and Inland Transit Insurance: Prices quoted must include marine insurance charges from FOB	Confirmed



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	International Port of Exit and all insurances (including transit) till commissioning and handing over to Owner must be included in your prices.	
4.	Taxes & Duties: a) All taxes, duties and levies of any kind payable upto FOB International Port of Exit shall be borne by you.	Confirmed
	b) Export permit/license if required shall be vendor's responsibility & any expenditure towards same will be borne by you.	Confirmed
5.	VALIDITY: a) Confirm that the offer shall be valid upto 4 months from the bid due date/extended due date.	Confirmed
	b) Confirm validity of recommended spares for 2 years operation and maintenance will be 6 months over and above the validity of offer.	Confirmed
6.	Manufacturer's name and address of Works / Factory from Where Material will be Dispatched	
7.	Inspection Charges: a) Third Party Inspection agency for Foreign bidders shall be LRIS/BV/DNV/ABS/VELOSI. Confirm that you have included third party inspection charges in your quoted prices. (Including inspector's fee). No extra charges shall be payable by purchaser for the same.	Confirmed
	b) In the event of inspection by WGI or Owner, confirm no extra charges payable by Owner/WGI.	Confirmed
8.	Country of Origin: Country of origin from where the goods have been offered.	_____
9.	Currency of Quote: Furnish the currency of quote. Change in currency once quoted will not be allowed.	_____
10.	Spares Parts: (a) Confirm item wise unit price (FOB) of following spare parts as required in Material Requisition (MR) have been quoted indicating itemized quantity.	Confirmed
	i) Mandatory spares (if applicable) and Special tools and tackles as specified in MR are included in the quoted prices.	Confirmed
	ii) Recommended spare parts for two years operation & maintenance are quoted separately. Also quote CFR up-to Mumbai for these spares.	Confirmed
	(b) Confirm commissioning spares wherever required have been included in the quoted price and list of commissioning spares is also furnished.	Confirmed
11.	Confirm documentation charges as per MR are inclusive in your quoted	Confirmed



	prices.	
12.	Confirm customer references list for the item/model quoted by you, is given in offer.	Confirmed
13.	Indicate shipping weight (net and gross) and volume of the consignment.	Not Applicable
14.	<p>Performance Bank Guarantee: (a) Confirm goods to be supplied by you shall be guaranteed for performance as per the General Conditions of Contract (Goods) & Instructions to Bidders (ITB) and valid till full guarantee period plus 90 (ninety) days.</p> <p>(b) i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank.</p> <p>ii) However, if Performance Bank Guarantee are furnished other than the Nationalised Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.</p>	<p>Confirmed</p> <p>Confirmed</p> <p>Confirmed</p>
15.	<p>Firmness of prices: Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account.</p>	Firm & Fixed
16.	<p>Part Order: a) Confirm acceptance to part order.</p> <p>b) In case of part order confirm all lump sum charges quoted extra if any viz. Documentation, testing, third party, packing, crating, handling, FOB, IBR etc., can be considered on prorata value basis.</p>	<p>Confirmed</p> <p>Confirmed</p>
17.	<p>Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC (Goods).</p>	Confirmed
18.	<p>Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed in Bidding Document. Liquidated damages or penalty are not acceptable.</p> <p>b) In case of delay, vendor will reduce the invoice amount by applicable reduction.</p>	<p>Confirmed</p> <p>Confirmed</p>
19.	<p>Payment Term: Confirm acceptance of payment terms as per "Payment Terms and Mode of Payment" enclosed in Bidding Document.</p>	Confirmed
20.	a) Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with 10% performance bank guarantee valid till expiry of Material / Equipment Guarantee period as per GCC (Goods) and ITB plus 90 (ninety) days claim period.	Confirmed



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	b) Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed. OR c) However, if you still insist for confirmed L/C, confirmation charges shall be borne by you, confirm.	Confirmed L/C not required Confirmed
21.	All Banks charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by you. All banks charges and stamps duties payable in India shall be borne by the purchaser.	Confirmed
22.	Please indicate name and address of your Bankers for L/C opening, telephone/E-mail address.	Banker's details for L/C opening.
23.	ZERO DEVIATION: a) Confirm your offer is in total compliance with Bidding Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per Material Requisition (MR) and subsequent Technical corrigendum and Technical corrigendum, if any, without any deviation. b) Confirm your offer is in total compliance with Bidding Confirmed documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract. (Goods) (SCC- Goods) v) Payment Terms and Mode of Payment. vi) Packing, Marking & Shipping Instructions, Special Packing Requirements etc. vii) Terms & conditions for Supervision of Erection, Testing & Commissioning (if applicable). viii) Terms & conditions for Installation/Site Work, (if applicable). c) Deviation to Terms & Conditions shall lead to rejection of offer.	Confirmed Confirmed Confirmed Confirmed Confirmed Confirmed Confirmed Confirmed Not Applicable Confirmed Confirmed
24.	Direct offer without the intermediary of an Indian Agent will only be considered.	Confirmed



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25.	<p>a) In case vendor envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However, if Indian Agent is involved, the bidder shall provide reason/justification. Further it should be ensured by bidder that the agents get themselves registered with Reserve Bank of India (RBI). Payments to Indian Agent shall only be remitted after getting proof of registration with RBI, New Delhi. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's commission, if any, from the quoted prices.</p> <p>b) Indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer.</p> <p>c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by AGL. Confirm acceptance.</p>	<p>Confirmed</p> <p>_____ % _____</p> <p>Confirmed</p>
26.	<p>Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non- responsive.</p>	<p>Not Banned</p>
<p>27.</p> <p>27.1</p> <p>27.2</p>	<p>Please confirm your offer contains the following:</p> <p><u>UNPRICED OFFER</u> Deviation sheet, if any.</p> <p><u>PRICED OFFER</u> a. Price Schedule. b. Statement that all specification and terms & conditions are as per unpriced copy of offer.</p>	<p>No Deviation</p> <p>Confirmed</p>
28.	<p>Any claim arising out of order shall be sent to Owner in writing with a copy to WGI within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by WGI / Owner.</p>	<p>Confirmed</p>
29.	<p>Furnish Balance Sheet & Turnover figures of last three years along with your unpriced offer:</p> <p>TURNOVER Last Year: 2 years before: 3 years before:</p>	<p>Furnished As per Form 5 A (Attachment – 1)</p>
30.	<p>Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.</p>	<p>Confirmed</p>

VENDOR'S NAME:

SIGNATURE & SEAL:



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**ATTACHMENT – 1
FORMS AND FORMATS**



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**F – 1
BID FORM**

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

After examining/reviewing the Bidding Documents for supply of -----, including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby acknowledged, we, the undersigned, are pleased to offer to execute the whole of the Job as per specified items as per SOR in conformity with the said Bid Documents, including, Addendum/ Corrigendum Nos. _____.

We confirm that this bid is valid for a period of 4 months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted and subsequent order (s) is issued, we will provide the performance guarantee equal to 10% (ten per cent) of the order / Contract Price, for the due performance within fifteen days of such award.

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

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE OF BIDDER

DATE:

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:



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F - 2

BIDDER'S GENERAL INFORMATION

To:

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

1.1 Bidder Name: _____

1.2 Number of Years in Operation: _____

1.3 Address of Registered Office: _____

City _____ State _____

Country _____ PIN/ZIP _____

1.4 Operation Address if different from above: _____

City _____ State _____

Country _____ 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 Port of shipment / Dispatch Point _____

1.12 Whether Supplier / Manufacturer Dealer/Trader/Contractor _____

1.13 Type of Material Supplies: _____

1.14 Banker's Name: _____



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1.15 Branch: _____

1.16 Branch Code: _____

1.17 Bank account number: _____

ONLY FOR INDIAN BIDDERS

1.18 Excise Registration number: _____

1.19 Excise Range: _____

1.20 Excise Division: _____

1.21 Excise Collectorate: _____

1.22 Local ST No.: _____

1.23 CST No.: _____

1.24 PAN No.: _____

1.25 Whether SSI Registrant Or not: _____

SIGNATURE OF BIDDER WITH SEAL



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F – 3

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) / BID
SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.

Date.....

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be
submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to
be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____
having our Head Office _____
(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers
by Owner, the amount _____ without any reservation, protest, demur and
recourse. Any such demand made by Owner, shall be conclusive and binding on us irrespective of any dispute or
difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 06 months
after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same
shall be extended to such required period on receiving instructions from
M/s. _____
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _____ day of
_____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____



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**INSTRUCTIONS FOR FURNISHING
BANK GUARANTEE TOWARDS EMD**

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 OWNER 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 OWNER confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crore) or equivalent along with documentary evidence under intimation to Consultant.



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F - 4

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Bank Guarantee No:

Date:

To:

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sirs,

M/s (Contractor/Vendor) _____ have been awarded the work of _____ for (Project / Owner Name and Address)

The Contract/Order conditions provide that the (Contractor/Vendor) shall pay a sum of _____ (as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify Owner, in case of default.

The said (Contractor/Vendor) _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We (bank) _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Owner, we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of (in figures) _____ (in words) _____ from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.



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5. This guarantee shall be irrevocable and shall remain valid upto _____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of (Owner's location----) Courts.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney

Signature of a person duly
authorised to sign on behalf of
the Bank.



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INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee (BG) by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. BG shall be through branches of Indian Public Sector Banks (Nationalised). In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Owner address.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Owner.
3. This guarantee shall be valid for a period of 12 months from the date of commissioning or 24 months (as specified in bid document) from the date of dispatch of materials, which ever is earlier.
4. The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period.



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**F – 5
LIST OF ENCLOSURE**

To:

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

- A.** We are enclosing the following documents:
1. Unpriced Bid
 2. Priced Bid
 3. Letter of Authority (Form F -7)
 4. Power of Attorney of the signatory to the Bidding Document form.
 5. Bid Bond / EMD
- B.** We are enclosing the following documents as part of the bid:
1. Documentary evidence required for meeting the Bid Qualification criteria as per bidding document.
 2. Execution schedule with interlinking of various activities in form of bar chart meeting the progressive delivery / completion schedule.
 3. All documents as per Clause 10 of ITB i.e. documents comprising the bid, Copy of Bidding Documents along with Addendum / Corrigendum no..... duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.



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**F – 5A
ANNUAL TURNOVER
(Each Bidder must fill in this form)**

Annual Turnover data for the last 3 years:

Year	Currency	Amount
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder & each member of a consortium.
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



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**F – 5B
FINANCIAL STATUS**

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year _____ / CY _____
	Amount (Currency -----)
1. Current assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)	

1. Attached are copies of the audited balance sheets in physical form including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - 1.1 All such documents reflect the financial situation of the bidder
 - 1.2 Historic financial statements must be audited by a certified chartered accountant.
 - 1.3 Historic financial statements must be complete, including all notes to the financial statements.
 - 1.4 Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



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F - 6

NO DEVIATION CONFIRMATION

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

SEAL AND SIGNATURE OF BIDDER



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**F - 7
LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS /
CONFERENCES

Offer No. _____

Date: _____

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation _____ Signature _____
- 2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

Only two people from bidder are permitted to attend techno –commercial un-priced and price bid opening.



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**F- 8
CERTIFICATE**

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of quoted items following certificate shall be automatically enforceable:

“We agree and acknowledge that the purchaser is entering into the Agreement 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 to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the OWNER 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

SEAL AND SIGNATURE OF BIDDER



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F - 9

CERTIFICATE OF NON-INVOLVEMENT OF AGENT

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Subject:

Dear Sir,

This is to certify that we have not engaged/involved any Agent /Consultant/Retainer/Associate who is not an employee of _____(name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract/order.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent /Consultant/ Retainer /Associate is involved.



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**F- 10
PROFORMA FOR DETAILS OF INDIAN AGENT**

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Dear Sir,

Following are the details of Indian agent/ consultant/representative

Sr. No.	Description	Bidder's response
1.	Name & address of agent / consultant / representative in India.	
2.	The precise relationship between the bidder and their agent/consultant/representative in India with Documentary Evidence.	
3.	The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other.	
4.	Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent / Consultant / Representative in India	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent / Consultant / Representative	

SEAL AND SIGNATURE OF BIDDER



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**F – 11
LETTER OF UNDERTAKING**

To

AAVANTIKA GAS LTD.

LIC Building, 2nd Floor, Jeevan Pradeep
12-12A, Anoop Nagar, A.B. Road
Indore (M.P)
Pin – 452008

Subject:

Dear Sir,

This is to certify that we (Name of the bidder _____) is neither on Holiday or black listed by Aavantika Gas Ltd. nor by any central government department / Central PSU.

We confirm that we are not under any liquidation, court receiver ship or similar proceedings

In case the above information is found wrong, action may be taken as per the provision of GCC-woks / goods.

SIGNATURE AND SEAL OF BIDDER

NOTE: The under taking should be issued on the letterhead of the bidder.



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**F - 12
CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that they as called for in the bid document have submitted the necessary data/information along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. NO.	DESCRIPTION	STATUS
1.0	Signing and stamping each sheet of offer, original document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of bid:	<input type="checkbox"/>
	a) Covering Letter, Letter of Submission	<input type="checkbox"/>
	b) Letter of Authority (Format F – 7).	<input type="checkbox"/>
	c) Signed and stamped original copy of bid document along with drawings and addendum / corrigenda (if any)	<input type="checkbox"/>
	d) Power of Attorney in the name of person signing the bid in Physical form	<input type="checkbox"/>
	e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
	f) Bidder's declaration that they are not under any liquidation court receivership or under holiday list for similar proceedings on their letter head.	<input type="checkbox"/>
	g) Agreed Terms and Conditions with Section – IV duly filled in and signed (For Indian Bidder)	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price part of bid has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in the Un-priced part of bid has been initialled and stamped by the authorized person.	<input type="checkbox"/>
7.0	Confirm that any correction in the "Price Part" part has been signed in full and stamped by the authorized person.	<input type="checkbox"/>
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>



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S. NO.	DESCRIPTION	STATUS
9.0	Confirm that annual reports for last three financial years & duly filled in Form 5A & 5B are enclosed in the offer for financial assessment.	<input type="checkbox"/>
10.0	Confirm that copies of Purchase Order, Inspection release note etc are enclosed confirming the experience of manufacturing the quoted items.	<input type="checkbox"/>

SEAL AND SIGNATURE OF BIDDER



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**ATTACHMENT - 3
PACKING AND MARKING & SHIPPING**



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**PACKING, MARKING, SHIPPING AND DOCUMENTATION
SPECIFICATIONS FOR INDIGENOUS MATERIALS (WGI/AGL/1)**

1.0 GENERAL

- 1.1 This specification forms an integral part of the relevant PURCHASE ORDER, in addition to the specifications, drawings and instructions explicitly listed in the PURCHASE ORDER.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SELLER of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 PROJECT

Name of OWNER, Project location and some other relevant information are as per Bid document / Annexure.

3.0 PACKING

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 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.
- 3.5 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 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 equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silica gel or similar dehydrating compound.
- 3.8 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 the package in waterproof envelope and covered by metal cover.
- 3.9 The Seller 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.



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3.10 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 seller's account.

4.0 MARKING

4.1 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.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

4.4 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.

5.0 SHIPMENT

5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of OWNER and not under self-basis.

5.2 Despatch By Road

(a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by OWNER/CONSULTANT.

(b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to Resident Construction Manager at WGI, (respective Project Site).

5.2.1 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".



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SELLER should obtain from the Railway, the particulars of wagon in which the “Smalls” have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, RCM (concerned Site) and Project Manager, , WGI-New Delhi, for monitoring their movement.

5.2.2 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a “wagon load” by volume should be dispatched as “wagon load” paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the SELLER shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilized sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to Project Manager - WGI, New Delhi. ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the SELLER shall inform Resident Inspector and Project Manager- WGI, New Delhi immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to the Project Manager - WGI, New Delhi for follow-up action on movement, as may be necessary.

After despatch of the equipment from dispatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted / refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from dispatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.3 Destination

The consignments should be dispatched as indicated in bid document/Purchase Order.

5.4 Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, Project Manager-, WGI, New Delhi, Resident Construction Manager - WGI, (respective Project Site) and OWNER.

5.5 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through OWNER's Bankers or forward direct by Registered Post, the railway



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receipt/consignment note/Airway Bill to the OWNER at project site accompanied by the original invoices, packing lists and challans.

The SELLER shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage / demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note / Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to OWNER's (HO & Site), Consultants (HO & Site) etc.

6.0 TRANSIT RISK INSURANCE

All equipments / materials will be insured for transit risk by SELLER unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.



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**PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS
FOR IMPORTED MATERIAL (WGI/AGL /2)**

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading / unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and 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.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons / steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with 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.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof 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. MARKING

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

Owner: AGL

Destination: Indore

Purchase Order No.....
 Net Wt.Kgs.Gross Wt. Kgs
 DimensionsXXCM
 Package No. (S. No. of total packages)
 Seller's Name

- 2.2. 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 dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.



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3. SHIPMENT BY SEA

3.1. FOR FOB / CFR / CIF CONTRACTS

3.2. All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

3.3. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched through first class airline.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT (NOT APPLICABLE)

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Project Division of WGI / AGL at address given below at Clause 6 in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT (NOT APPLICABLE)

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Project Manager of Consultant at the address as mentioned given at clause 6 and to Engineer-in- Charge (Respective Project Sites) and Owner.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

4.4. BILL OF LADING (NOT APPLICABLE)

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Owner) or order of the bank (and not order of the shipper) and the notify column should indicate WGI. at its address given at clause 6.

4.5. PACKING LIST – (NOT APPLICABLE)

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. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.



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5. SHIPPING ADVICE

- 5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Cable/ Fax to Project Division of Consultant at clause 6 under a copy each to Engineer-in-Charge at respective project sites and Owner at the address given below in clause 6.0, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.
- 5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Cable/Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. SHORT SHIPMENTS

- 6.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Owner / Consultant. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.



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SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

PROFORMA FOR CONTRACT AGREEMENT

CONTRACT Agreement for the work of ----- made on ----- between (Name and Address) ----- , 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 Aavantika Gas Limited hereinafter called the “OWNER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The OWNER HAS ISSUED Bid Documents and related documents for inviting bids for execution of works, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of CONTRACT, Special Conditions of CONTRACT, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by OWNER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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 WORK to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
2. In consideration of the due provision execution and completion of the said WORK, OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the OWNER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.
4. It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

5. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the OWNER shall be entitled to terminate such license at any time without assigning any reason.

IN WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and Delivered
For and on behalf of Aavantika Gas Limited

Signed and Delivered
For and on behalf of the CONTRACTOR

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____