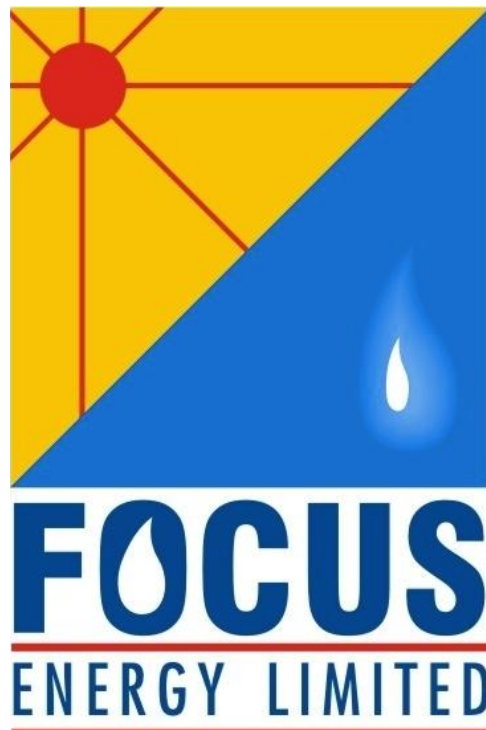


FOCUS ENERGY LIMITED

TENDER NO. FEL/RAJ/SGL/2016/102

**BIDDING DOCUMENT FOR PROCUREMENT OF
ELECTRIC MOTOR DRIEN GAS BOOSTING COMPRESSOR**

**PROCUREMENT UNDER OPEN
INTERNATIONAL COMPETITIVE BIDDING**



FOCUS ENERGY LIMITED

3rd Floor Gopala Tower, 25 Rajendra Place, New Delhi-110008, India.

Telephone: +91-11-42300400, 25065011/12, Fax: +91-11-4166776

REQUEST FOR QUOTATION (RFQ)

PROJECT:	SGL GAS FIELD PHASE-II LANGTATLA JAISELMER RAJASTHAN PROJECT
ITEM:	PROCUREMENT 5 MMSCFD GAS BOOSTING COMPRESSOR
Tender Closing Date:	10 th June, 2016 13:00 hrs
Tender Opening Date:	1 st June, 2016 13:00 hrs
Bid Closing Date:	13 th June, 2016 17:00 hrs
Bid Opening Date:	14 th June, 2016 14:00 hrs

Gentlemen,

- 1) M/s. Focus Energy Limited requests bids, for the captioned item in total compliance to technical specifications, scope and terms & conditions of enquiry documents/attachments. Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed Bidding Documents without any deviations i.e. ZERO DEVIATION OFFER, failing which your offer will be liable for rejection.
- 2) ANNEXURE A to F of Bid should be submitted in original in physical form in sealed envelopes or scanned copies via email.
- 3) Bids complete in all respects should be submitted to following places:

Physical Address: 3rd Floor Gopala Tower, 25 Rajendra Place New Delhi-110008
Email: tenders@focusoil.in
- 4) The last date of Bid closing will be 13th June 2016 at 05:00 pm
- 5) Please confirm that you have not put on blacklist by FOCUS or any of its PMC's (EIL, PDIL, MECON, Wood Group, Tractable or Hydrocarbon Project Engineers Limited) or blacklisted by any Government Department / Public Sector on the due date of submission of bid. If you have been banned or delisted by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. If this declaration is not furnished your bid shall be treated as non-responsive and liable for rejection.

We reserve the right to make any changes in the terms and conditions of purchase and to reject any or all the bids.

* Please specify Bidding Document number on all correspondence provided from your side and note that this is not an order.

Bids complete in all respects should be submitted on or before last date and time of Bid submission. The Physical Bids sent through Fax/E-mail/Courier/Post will be accepted.

Very truly yours,
For & on behalf of Focus Energy Limited

Arun Rai
Commercial Manager

Enclosure:
1) Annexure A to F

M/s Focus Energy Limited, New Delhi, invites bids through tendering on International Competitive Bidding basis for 5 MMSCFD GAS BOOSTING COMPRESSOR for SGL GAS FIELD PROJECT PHASE-2, JAISALMER RAJASTHAN INDIA Project under single stage meeting the Bid Evaluation Criteria as detailed herein.

1) Brief Project Details & Salient Features of Bid Document:

M/s Focus Energy Limited intend to install Gas Boosting Compressor of 5 MMSCFD at its SGL Gas Field, Jaisalmer, Rajasthan India

Salient Features of Bid Document:

- Type of Enquiry: Tendering on International Competitive Bidding basis.
- Bid Document No./Tender no: (To be referred in all future correspondence)
- Bid Closing Day and Time: 13th June 2016 at 05:00 pm
(If The particular day is happened to be a declared holiday in Focus New Delhi, the next working day shall be considered)
- The foreign bidders can submit the bidding document by submitting bid document in US Dollars or Indian Rupees (directly or through their authorized Indian representative).
- Contact Person: Mr. Arun Rai E-mail: tender@focusoil.in
Phone.: +91 124 4385527 Fax No.: +91 11 41667766

Bids complete in all respects should be submitted on or before last date and time of Bid submission. The Physical Bids sent through Fax/E-mail/Courier/Post will be accepted.

2) Scope of Supply

The scope of work for the tender shall include in general but not limited to:

- a) 1 nos. of Gas Booster Compressor capacity 5 MMSCMD gas for compression from 300 psig to 1000 psig
- b) 1 nos. Vertical Separator for handling 5 MMSCMD gas and 6,000 BLPD liquid.
- c) 1 no. VFD and control panel for startup of Gas boosting compressor
- d) Supply of spares for two years trouble free operations along with the supply of the compressor. Bidder to confirm that the Spares have minimum three years shelf life.
- e) Surveys (pre-engineering, pre-construction/pre-installation and post-installation) Design, Engineering, Procurement, Fabrication, load out, tie down / Sea fastening Tow-out / Sail-out, Transportation, Installation, Hook-up, Testing, Pre-commissioning, Commissioning of entire facilities.
- f) Training to Focus Engineers/ Operating staff.

3) Scope Of Work

This specification along with applicable codes as referred describe the minimum requirements for design, engineering, Preparation of documentation for design approval by FOCUS, manufacturing, inspection, testing, supply, packing and forwarding 5 MMSCFD ELECTRIC MOTOR DRIVEN BOOSTER GAS COMPRESSOR PACKAGE. The Compressor Packages shall be new and identical in all technical respects. Various parts of this specification shall be read in conjunction with each other and in case where the different parts of this specification differs the more stringent requirement shall govern.

Any additional work / equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification and for safe and proper operation, shall be deemed to be included in the scope of work by the bidder.

4) Document and Specifications

In case of any conflict among the various documents, the most stringent norm shall govern :

1. Data sheets/drawings
2. This Technical Specification
3. International standards/codes as applicable
4. Indian Standards / codes applicable
5. Compliance with this specification shall not relieve the bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions.

PROCESS PERFORMANCE REQUIREMENTS

The Vendor shall guarantee the performance of all the equipment's. The guarantee shall extend to the design parameters specified in the attached datasheet/functional specifications.

5) GAS INLET AND OUTLET SPECIFICATIONS

a) Natural Gas Composition

Component	Mol %
Methane CH ₄	65.07
Ethane C ₂ H ₆	4.13454
Propane C ₃ H ₈	0.89873
I-Butane i-C ₄ H ₁₀	0.18718
n-Butane n-C ₄ H ₁₀	0.15842
I-pentane i-C ₅ H ₁₂	0.0861
n-pentane n-C ₅ H ₁₂	0.0473
Neo Pentane	0.0001
n-Hexane n-C ₆ H ₁₄	0.17865
Carbon di oxide CO ₂	23.88
Nitrogen N ₂	5.36253
Total	100

Inlet Gas Parameters

Natural Gas Temperature	45 C to 50 C
Natural Gas Pressure	300 psig
Instrument Air at site	Available at 60 psig
Cooling Water	Available
Electricity	Available at 415 V 50 Hz

b) Outlet Specifications:

Natural Gas Temperature	50 C to 55 C
Natural Gas Pressure	1000 psig

SITE CONDITIONS

Condition	Unit	Data
Ambient Temperature		
Minimum Extremely Highest Temperature	°C	55-60
Maximum Lowest Highest Temperature	°C	0-5
Average Annual temperature	°C	35
Average Temperature during the hottest months (July)	°C	50-55
Average Temperature in the Coldest month (January)	°C	5
Average maximum temperature in the hottest month (July)	°C	60
Average minimum temperature in the coldest month (January)	°C	0
Lowest one day mean ambient temperature (LODMT)	°C	-2
Humidity		
Average Relative Humidity in the hottest month (July, Aug.)	%	69
Average Relative Humidity in the coldest month (Dec., Jan.)	%	54
Average Annual Relative Humidity	%	51
Minimum Relative Humidity	%	38
Maximum Relative Humidity	%	99
Barometric Pressure		
Average Annual Barometric Pressure	kPa	98.451
Annual Barometric Pressure in Winter	kPa	98.42
Annual Barometric Pressure in Summer	kPa	101.612
Rainfall & Snowfall		
Average Yearly Rainfall	mm	160 mm
Maximum Yearly Rainfall	mm	507 mm
Minimum Yearly Rainfall	mm	15 mm
Maximum 24h Rainfall	mm	10 mm

Maximum 1h Rainfall	mm	1 mm
Maximum 30min Rainfall	mm	0.5 mm
Maximum 10min Rainfall	mm	0.2 mm
Maximum Snowfall Depth	mm	NA
Snow load for design	N/m ²	NA
Wind Direction & Speed		
Average annual wind speed	m/s	12.5
Average winter wind speed	m/s	8
Average summer wind speed	m/s	11.5
Maximum wind speed for 30 years	m/s	10.12
Prevailing wind direction		NE
Geological Data		
Maximum Soil Frozen Depth	m	NA
Bearing Capacity of Soil	kPa	27.50 ton/m ²
Basic Seismic Intensity Earthquake		
Basic seismic intensity design	Degree	6.3
Peak Acceleration of Ground Motion	g	0.300- 0.600
Water Conditions		
Highest Flood Stage of 100 Years	m	NA
Highest Flood Stage of 50 Years	m	NA
Highest Flood Stage	m	NA
Weather phenomena		
Annual average water evaporate value on the ground	mm	368.3
Average ground temperature in hottest month	°C	32
Extreme maximum ground temperature	°C	2
Annual average lighting attack		15-Sep
Altitude above sea level	m	242

**INSTRUCTIONS TO BIDDER
&
CONDITIONS OF CONTRACT**

1. DEFINITIONS:

"Purchaser" means FOCUS ENERGY LIMITED, New Delhi and "Supplier" means such persons, firms, company, Government or other authority as may supply or agree to supply materials/stores/Plant & Equipment and /Line Pipes/Pipe Fittings/ Valves or services to the purchaser. "Consignee" means FOCUS, New Delhi.

2. VALIDITY OF OFFER:

The validity of offer shall be 90 days from the date of closing of tender.

3. DELIEVERY & COMPLETION PERIOD:

The bidder should submit delivery schedule of 5 MMSCFD GAS BOOSTING COMPRESSOR and the delivery/completion period under the following heads is discuss.

4. DOCUMENTS:

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

5. AMENDMENT OF BIDDING DOCUMENTS:

- Any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.
- The Addendum will be sent in writing through E-mail or by facsimile to all prospective Bidders to whom it has issued the bid documents and will be binding upon them. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time to take the Addendum into account in preparation of their bid or for any other reason.

6. LANGUAGE OF BIDS:

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and purchaser shall be in English.

Language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

7. TWO PACKET SYSTEM

The Bidders shall submit their offer in a “two packet (envelope) system”. First Packet (envelope) shall contain the Pre-qualification documents, Technical and Commercial terms & conditions. It should not contain any price bid in this packet. The packet should be super scribed “**Packet-1, Technical & Commercial Offer**”.

Second Packet (envelope) shall contain the Price Offer as per our “**Price Schedule**” placed at **Section-I**. This packet should not contain any other terms & conditions except price bid. This Packet should be super scribed as “**Packet-2, Price Offer**”.

The offers should be submitted in our office as per the date and time given. FOCUS will first open Packet-1. After FOCUS has evaluated the Technical & Commercial offer after seeking all clarifications if required. Packet-2 of those bidders only who fully comply with FOCUS’s requirement technically & commercially, will be opened and compared.

8. ADDRESS FOR SUBMISSION OF TENDER:

Tenders duly sealed as above should be sent at the following address: -

FOCUS ENERGY LTD,
3rd Floor, Gopala Tower
25, Rajendra Place, New Delhi-110 008
Ph:+91-11-42 300 400/ 25751934/35/36
Fax:+91-11-25751937
Email: tenders@focusoil.in

9. DOCUMENTS TO BE SUBMITTED WITH THE BID

Bidder shall furnish the following details in the technical part of the bid:

- I. Copies of original documents duly notarized defining the constitution or legal status of the bidder, place of registration and principal place of business and in case of a joint venture or foreign collaboration such details for each party thereto constituting the bidder.
- II. Name of signatory on Tender, his title / designation and address. Names and signatures of those authorized to act on signatory's behalf, countersigned by signatory.
- III. Documentary evidence in the form of detailed description of the equipment, including essential technical and performance characteristics, drawings, literature establishing their conformity to the bid document, date of manufacture of the equipment etc.
- IV. Bidders are requested to provide lists of equipment, instruments and vehicles they would use for undertaking the Work.
- V. Details of experience and past performance of the bidder (or of each party to a joint venture or foreign collaboration) on work of a similar nature within the past 3 years and details of current work in hand and other contractual commitments, indicating current areas of operation and clients.
- VI. Documentary proof of collaboration with a foreign Company (in case of joint venture), in the form of a letter from the foreign collaborator, or agreement valid during the Contract duration with requisite Government of India / Reserve Bank of India approvals.

VII. Confirmation accepting liability for all taxes and duties.

10. DOCUMENTS COMPRISING THE BID:

The bid submitted by the Bidder shall comprise of the following components:

TECHNICAL BID

- Complete technical details
- Time schedule for the completion of this project as per Annexure-A.
- Statement of Non-compliance as per Annexure-B.
- Letter of Authority as per Annexure-D
- Commercial Details & Past Performance Annexure-E
- Detail of Experience Annexure-F
- Any other information/details required as per bid document including addenda/corrigenda to this bid document, if issued.

COMMERCIAL/PRICE BID

- I. Tender acknowledgment as per Annexure-C
- II. Price-Bid Format as per Section-I.

11. SIGNING OF CONTRACT:

The Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

12. BID PRICE

The Bidder shall quote their price for the entire Scope of Work in accordance with the Price Schedule (Section-I).

12.1 Supply of Goods

A. Foreign Supplies (Finished goods imported for this project):

In terms of SI No.216 / 217 of Notification No. 21/2002-Customs dated 01/03/02 as amended from time to time, the goods specified in List 12 required in connection with petroleum operations undertaken under specified contracts are eligible for import at Nil Customs Duty. Bidders therefore shall quote Prices of all such Foreign Supplies on CIF NhavaSheva/ Mumbai

basis including packing & forwarding charges, and all duties, taxes etc. except Customs Duty. Bidders shall not include any Customs Duty in their quoted price for such items/goods appearing in List No. 12. Focus Energy Ltd. will issue necessary Recommendatory Letter to Directorate General of Hydrocarbons (DGH) (Govt. of India) for issuance of Essentiality Certificate for availing the 'NIL' Customs Duty. Bidders however, must declare the CIF values of such imported items separately in the Price Schedule (Section-II) of this tender document.

B. Indigenous Supplies (Goods to be supplied from within India including items having Import content):

As per Export Import policy in vogue, supply of goods to any project or purpose in respect of which the Ministry of Finance, by a Notification, permits the import of such goods at zero Customs Duty (Para 8.2(f) of EXIM Policy) is eligible for Deemed export provided the goods are manufactured in India.

The benefits available on the Deemed Export are as under:

- a. Advance Authorization / Advance Authorization for annual requirement/ DFIA..
- b. Deemed Export Drawback
- c. Exemption from terminal excise duty.

Further, as per Central Excise Notification No. 06/2006-CE dated 01.03.2006, SI No. 91. read with condition No.19, Excise duty is “Nil” for the goods supplied against International Competitive Bidding since the goods are exempted from the duties of Customs under Customs Notification No.21/2002 dated 01.03.2002. If the Indian bidder is offering completely imported product, FOCUS will provide necessary recommendatory letter to DGH, Govt. of India for issuance of Essentiality Certificate to avail the Nil Customs Duty benefits. Bidder will be required to arrange necessary Essentiality Certificate from the appropriate authority to avail the nil duty benefit. The bidders are requested to check the latest position on the subject on their own and FOCUS shall not accept any liability, whatsoever, on this account.

Indian bidders shall quote Prices of all the Indigenous Supplies on FOR dispatching point basis including packing & forwarding charges, and all taxes & levies as applicable except Customs Duty and Excise Duty. Since the goods will be used by FOCUS in the PEL/ML areas, applicable Customs Duty on the imported goods shall be zero and Indian bidders shall be eligible for Deemed Export benefit, under which the Excise Duty is exempted. Necessary certificates/documents for availing the benefits under Deemed Export shall be issued by FOCUS.

Indian bidders are, however, advised to check the latest Govt. of India guidelines / regulations in this regard and quote accordingly.

13. INSPECTION:

FOCUS reserves its right for Pre-shipment/pre-dispatch inspection which may be carried out at manufacturer's/supplier's work by FOCUS's authorized representative or a third party inspection agency nominated by FOCUS to ensure that the materials/equipment, being supplied, conform to the contractual specifications. Travelling, lodging and boarding expenses of FOCUS's representative(s) shall be borne by FOCUS but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/supplier, free of cost.

Within 30-45 days of receipt of purchase order/contract, the supplier/ manufacturer shall submit to FOCUS details of their Quality Assurance plan. Manufacturer / Supplier, shall give, in writing, at least 10 days' notice to FOCUS/FOCUS's nominated Inspecting Agency to enable it to depute its authorized representative to witness the inspection of the materials / equipment.

In case FOCUS's representative is unable to reach the venue of inspection on the specified date and time or in case FOCUS decides not to inspect/witness the inspection, the manufacturer/supplier shall go ahead with the testing/inspection, as scheduled. However, authenticated copies of test reports,

indicating various test procedures and test parameters, together with permitted values as well as the values actually obtained, shall be faxed / submitted to FOCUS for approval. The material/equipment shall be dispatched only after receipt of FOCUS's written approval of the inspection/test report or Waiver of Inspection, as the case may be.

In case materials/equipment fails or is found defective during inspection, as well as in those cases where equipment is not ready for inspection at the appointed time and dates, total cost of re-inspection including travel, lodging and boarding of the inspection officials shall be to manufacturer's/supplier's account.

FOCUS's representative(s) will include FOCUS's employee(s) or employee(s) of an independent agency appointed by FOCUS.

14. WARRANTY:

Notwithstanding the pre-dispatch inspection by FOCUS's representative, Bidder shall provide complete warranty against any manufacturing defect, design and such other defects for a period of 12 months from the date of installation at site or 18 months from date of supply whichever is later. All such defects shall be removed by the Bidder at his own cost within a reasonable period of time as agreed with FOCUS representative.

15. CURRENCY:

Prices shall be quoted & paid in Indian Rupees (INR) for Indian supplier and USD for the International supplier / vendor.

16. CONVERSION TO SINGLE CURRENCY

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid closing will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the closing of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion

17. PRICES:

- 17.1 Prices quoted shall be CIF price including all materials, manpower, handling, Loading & unloading, sea & inland transportation, marine & transit insurance, custom clearance.
- 17.2 Prices shall be inclusive of all temporary permit, freight, insurance and all such other costs. Prices shall remain firm and no escalation shall be permissible. All statutory taxes and duties, as applicable, within India shall be paid / reimbursed by FOCUS at actuals on production of documentary evidence.

18. COST OF BIDDING

- 18.1 The Bidder shall satisfy himself as to the nature and location of the work, project site, site conditions, general and local conditions and other factors incident to the performance of the work. Included in such factors, but without limitation, are those bearing upon site accessibility, availability of labour and the uncertainties of weather and other physical conditions, which may be encountered in the performance of the work.

18.2 While the Company has made an effort to define the total volume of work, the Company shall not be made liable for any increase or decrease in the actual executable quantities of Work within the Scope of Work, nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise.

18.3 Bidder shall bear all costs associated with the preparation and submission of bid. Focus Energy Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19. PAYMENT TERMS:

Payment to the contractor shall be made in the following manner:

- 100% Irrevocable LC at sight from nationalized Indian Banks.

20. INDEMNITIES

The supplier shall indemnify and keep the purchaser indemnified against all actions, proceedings claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies made under this agreement. Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement or any right protected by patent, registration of design or trade mark and shall take all risk accidents or damages which may cause a failure or the supply of the whatever cause arising and the entire responsibility for the sufficiency of all the means used by the supplier for the fulfillment of the contracts provided always that in the event of any claim in respect of alleged break of letter patent, registered design or trade-marks being made against the Purchaser the Purchaser shall notify the supplier of the same and the Supplier should at his own expenses settle any dispute or conduct any litigation that arise there from and the Purchaser will stand absolved of all responsibilities in that connections.

21. DEMURRAGE

All demurrage, wharf age and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to the successful bidder's account. The successful bidder shall be responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry.

22. TERMINATION:

A) Termination for default:

FOCUS may, without prejudice for breach of contract, 10 days after written notice of default sent to the supplier, terminate this contract in whole or in parts.

- i) If he fails to deliver full or part consignment within the time period(s) specified in the contract or any extension thereof granted by FOCUS.
- ii) If he fails to perform any other obligation under the contract or,
- iii) If he, in either of the above circumstances, does not cure his failure within a period of 30 days or longer period as specified by FOCUS after receipt of the default notice from FOCUS.

In the event FOCUS terminates the contract in whole or in part, pursuant to above, FOCUS may procure, upon such terms and in such manner as it deemed appropriate, equipment/plant similar to

those undelivered, and Supplier shall be liable to FOCUS for any excess costs for such similar equipment/plant.

B) Termination for insolvency

FOCUS may at any time terminate the contract by giving written notice to Supplier without any compensation, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right to action or remedy which has accrued or will accrued thereafter to FOCUS.

23. DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company at the address specified in the "Letter of Invitation" not later than 16:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Letter of Invitation".

24. LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

25. MODIFICATION AND WITHDRAWAL OF BIDS:

25.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

25.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 13.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

25.3 No bid can be modified subsequent to the deadline for submission of bids.

25.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry 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 its Bid Security.

26. ARBITRATION / SETTLEMENT OF DISPUTES:

A) Mutual settlement of Disputes:-

Except where otherwise provided for in the contract, all questions and dispute relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations between both the parties.

B) Conciliation:-

If the effort to resolve all or any of the disputes through mutual settlement fails, such disputes shall be referred to the sole conciliator to be appointed by Managing Director, FOCUS.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

C) Arbitration:-

If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole arbitrator to be appointed by Managing Director, FOCUS.

D) General:-

Subject to aforesaid conditions the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

27. JURISDICTION

The contract shall in all respect be construed and operative in conformity with the Indian Law and be subject to the jurisdiction of Delhi Courts (India).

28. FORCE MAJEURE

Force majeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to acts of God or caused by war, civil commotion, riots, mobilization, flood, epidemics, quarantine restrictions, freight embargoes and obstructions of navigation at port of exit or entry or acts of Governments.

29. COMPLIANCE TO TENDER TERMS & CONDITIONS

The offer submitted must be fully complying with the technical and commercial conditions of the contract. The bidder must give confirmation for compliance to technical and commercial conditions of contract as per the 'declaration by the bidder' enclosed as **Annexure-E**.



TIME SCHEDULE

Description of work	Time of completion

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

ANNEXURE-B

PROFORMA FOR STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

The Bidder shall furnish detailed statement of exceptions/deviations, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No	Clause No. (Page No.)	Non-compliance	Remarks

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: FOCUS ENERGY LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Annexure is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

TENDER ACKNOWLEDGMENT

(To be issued on the Contractor's Letter Head)

Date :

To,

Focus Energy Limited,
3rd Floor, Gopala Tower,
25 Rajendra Place,
New Delhi-110 008
Tel: +91-11-42 300 400
Fax: +91-11- 41667766

Dear Sirs,

TENDER NO: _____

We acknowledge receipt of your Invitation to Tender Documents for the above and we agree to maintain confidentiality in regard to the Invitation to Tender and the contents thereof.

We confirm that (delete as applicable)

- We have checked the Documents and have not received all items listed
- We have received all of the documents listed in the Letter of Invitation to Tender and in the contents pages of each section, without damage and in usable condition.

We confirm that:

- We intend to submit a bona fide Tender by the date and time stated in your Letter of Invitation to Tender.
- We do not intend to submit a Tender and return all the Tender Documents under separate cover.
- Reason for non-submission of Bid

Name of Tendering Company:

Signature:

Name (printed):

Position:

Date:

Tel.:

Fax:

PROFORMA FOR LETTER OF AUTHORITY

TO

FOCUS ENERGY LTD
New Delhi, India
PIN: 110 008

Sir,

Sub: FOCUS's Tender No.:_____

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letterhead of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

COMMERCIAL DETAILS & PAST PERFORMANCE

A. COMMERCIAL DETAILS

Is the firm a small scale unit registered with NSIC? :

If so, a copy of the registration certificate should be enclosed.

Name and address of the Banker:

A copy of the banker's report should be enclosed.

Last 3 years turn over:

(Documentary evidence should be enclosed)

B. PAST PERFORMANCE

Details of orders for the quoted item executed during the past three years should be furnished in the following format:-

Sl. No.	Full address of purchaser with contact name and telephone Nos.	Order No. and Date	Description of stores	Date of supply	Working performance

Signature: _____

Name: _____

Designation: _____

Seal of the bidder

DETAILS OF EXPERIENCE

Sr No.	Details of Work order & Date (Attach copy of work order)	Capacity of System installed

SECTION - I
PRICE BID FORMAT

Price bid should be submitted in following format only: -

SL. NO	GAS BOOSTING COMPRESSOR	VERTICAL SEPARATOR	UNIT PRICE (USD)	UNIT PRICE (EX-Works) (USD)	UNIT PRICE (CIF, Nava Sheva) (USD)

Note: Indian Bidder (which shall include any FOCUS incorporated in India) shall be paid in Indian Rupees only. Foreign Bidder (which shall include any FOCUS other than Indian Bidder) shall be paid in US Dollars only.