



Bhagyanagar Gas Ltd.
Bhagyanagar Gas Limited
(A joint venture of M/s GAIL (India)
Ltd. and M/s Hindustan Petroleum
Corporation Ltd.)
CIN No.: U40200TG2003PLC041566



MECON Limited
(A Govt. of India Enterprises)
CIN No.-
U74140JH1973GO1001199

**NOTICE FOR INVITATION OF BIDS (IFB)
E-TENDERING ON OPEN DOMESTIC COMPETITIVE BIDDING**

Bhagyanagar Gas Limited invites e-bids under single stage two e-envelope system through MECON Limited, (EPMC for the project) for **SUPPLY OF PE PIPES (ANNUAL RATE CONTRACT FOR PERIOD OF ONE YEAR)** FOR BHAGYANAGAR GAS LIMITED, HYDERABAD, as per following brief details:

Tender no.	Bid document to be web hosted on	Date of Pre-bid meeting	Last date & Time for submission of bid
MEC/23VX/01/51/D2/T06/SU/6540	26.05.2021	In view of the current COVID-19 pandemic in the country & movement restrictions, all clarifications/ queries shall be addressed through e-mail. All clarifications/queries with regard to this tender may be sent through mail latest by 03.06.2021 to mail ID: contractsblr@mecon.co.in .	Date : 17.06.2021 Time : Upto 14.00 hrs. (IST)

For further details, please visit MECON's e-Procurement Portal (e-Portal) website www.tenderwizard.com/MECON, Bhagyanagar Gas Limited website <http://www.bglgas.com>, MECON's website <http://www.meconlimited.co.in> and also Govt. website <http://eprocure.gov.in>. For any queries, bidders may contact GM (I/c) (Contracts), MECON LIMITED, No.89, South End Road, Basavanagudi, Bengaluru – 560 004, Phone : 080-2657 26252105; e-mail: contractsblr@mecon.co.in

Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the above websites only and no separate notification shall be issued. Bidders are requested to visit the website regularly to keep themselves updated.



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

{A joint venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd.}
HYDERABAD (INDIA)

CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

BID DOCUMENT FOR

**SUPPLY OF PE PIPES
(ANNUAL RATE CONTRACT FOR PERIOD OF ONE YEAR)**

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540

PART – I and II

Visit: www.tenderwizard.com/MECON
(Tenderwizard helpdesk: 011-49424365)



**PREPARED AND ISSUED BY
MECON LIMITED**
(A Govt. of India Undertaking)
Bengaluru, India

May 2021



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES**

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



Invitation for Bid



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES
Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



INVITATION FOR BID (IFB)

Ref No: MEC/23VX/01/51/D2/T06/SU/6540

Date: 26.05.2021

Sub: Tender Document for SUPPLY OF PE PIPES (ANNUAL RATE CONTRACT FOR PERIOD OF ONE YEAR)

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), EPMC for the project, on behalf of Bhagyanagar Gas Limited (BGL) (CIN U40200TG2003PLC041566), a Joint Venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd., invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	SUPPLY OF PE PIPES (ANNUAL RATE CONTRACT FOR PERIOD OF ONE YEAR)	
(B)	TENDER NO. & DATE	MEC/23VX/01/51/D2/T06/SU/6540 Dated 26.05.2021	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>
		TWO BID SYSTEM	<input type="checkbox"/>
(D)	BID DOCUMENT ON WEBSITE	From 26.05.2021	
(E)	DELIVERY PERIOD	(Refer clause no. 4.0 of SCC/ Scope of Supply)	

**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES****Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540**

(F)	TENDER FEE	<p>Applicability of Tender fee</p> <table border="1" data-bbox="703 416 1257 591"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table> <p>If applicable, the amount is INR _____ (Not Applicable) (Tender fee as per procedure inclusive of applicable GST)</p> <p>Note: Refer to Clause 5.2 of ITB for further information.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>		
APPLICABLE	<input checked="" type="checkbox"/>							
NOT APPLICABLE	<input checked="" type="checkbox"/>							
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p>Applicability of Bid Security /EMD</p> <table border="1" data-bbox="703 907 1257 1211"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>DECLARATION FOR BID SECURITY *</td><td><input checked="" type="checkbox"/></td></tr></table> <p>* Declaration for Bid security shall be submitted by bidder as per enclosed Annexure -B on the letter ahead.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>	DECLARATION FOR BID SECURITY *	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>							
NOT APPLICABLE	<input checked="" type="checkbox"/>							
DECLARATION FOR BID SECURITY *	<input checked="" type="checkbox"/>							
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 26.05.2021 (18.30 Hrs, IST) to 17.06.2021 (13.59 Hrs, IST) on following websites:</p> <p>(i) BGL's website http://www.bglgas.com (ii) Govt. CPP Portal -https://eprocure.gov.in (iii) MECON's website http://www.meconlimited.co.in (iv) MECON's e-Procurement Portal (e-Portal): www.tenderwizard.com/MECON</p>						
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>In view of the current COVID-19 pandemic in the country & movement restrictions, all clarifications/ queries shall be addressed through e-mail.</p> <p>All clarifications/queries with regard to subject tender may be sent through mail latest by 03.06.2021 to mail ID: contractsblr@mecon.co.in.</p>						

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(J)	DUE DATE & TIME OF BID-SUBMISSION	Date: 17.06.2021 Time : Upto 14.00 hrs. (IST)				
(K)	DATE, & TIME OF UN-PRICED BID OPENING	Date: 17.06.2021 Time : 15.00 hrs. (IST)				
(L)	CONTACT DETAILS	GM (I/c) (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004, India Ph. No. 080-2625 2105 Email : contractsblr@mecon.co.in				
(M)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td>√</td></tr><tr><td>MANUAL</td><td>X</td></tr></table> Bids are to be submitted online at www.tenderwizard.com/MECON only.	E-TENDER	√	MANUAL	X
E-TENDER	√					
MANUAL	X					
(N)	TENDER PROCESSING FEE (NON-REFUNDABLE)	Rs. 1770/- (Including GST@18%) (Payable to M/s ITI Ltd. Online) (Non- Refundable).				
(O)	SALE OF TENDER DOCUMENTS	From 26.05.2021 (18.30 Hrs, IST) , Upto 13.59 Hrs. (IST) on 17.06.2021 Website: www.tenderwizard.com/MECON				
(P)	HELP DESK FOR ETENDERING	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.tenderwizard.com/MECON and on Telephone No. 011- 49424365				

In case of the days specified above happens to be a holiday in MECON Ltd Bangalore, the next working day shall be implied.

3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (C) above]. The IFB is an integral and inseparable part of the Tender Document

4.0 **The following documents in addition to uploading in the e-bid on e-tendering website, shall also be submitted in Original (in physical form) provided the scanned copies of the same have been uploaded along with the e-bid within the Due Date & Time of Bid Submission:**

i) Tender Fee (if applicable)



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- ii) EMD/Bid Security (if applicable)
- iii) **Power of Attorney.**
- iv) **Integrity Pact.**

4 Due to COVID-19 - Submission of Original documents of Integrity pact (IP) and Power of Attorney (POA) in PHYSICAL FORM

Due to COVID-19, relevant clauses in tender in respect of submission of Original EMD, Integrity pact (IP) and Power of Attorney (POA) in **PHYSICAL FORM** stand modified to the following extent:

4.1 Submission of original Integrity pact (IP) and Power of Attorney (POA):

Bidder shall upload/submit scanned copy of Integrity Pact (IP) and Power of Attorney (POA) in their bids or in response to TQ/CQ as the case may be. The same shall be considered for evaluation of bid. The original Integrity pact (IP) and Power of Attorney (POA) will be submitted by successful bidder(s) after normalization of situation

5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only and no separate notification shall be issued. Bidders are requested to visit the website regularly to keep themselves updated.

6.0 Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (H) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.



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9.0 Bhagyanagar Gas reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/ Contract.

For & on behalf of
Bhagyanagar Gas Limited

(K SATYAN)
GM (I/c) (Contracts)
MECON Limited
No.89, South End Road, Basavanagudi,
Bengaluru – 560 004
Ph. No. 91-80-26252105
E-mail : contractsblr@mecon.co.in



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Standard Bidding Document (SBD) for Procurement of Goods - Domestic

Summary

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SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

SECTION 1.1: BID EVALUATION CRITERIA (BEC)

SECTION 1.2: BID EVALUATION METHODOLOGY

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ANNEXURE-II BID DATA SHEET (BDS)

ANNEXURE-III PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/
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PART-I – BIDDING PROCEDURES



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Section 1.1: Bid Evaluation Criteria



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BID EVALUATION CRITERIA

A. Technical Criteria

- 1.1.1 The Bidder shall be a **regular manufacturer of PE Pipes** used for Natural Gas service.
- 1.1.2 The mill from which the quoted items proposed to be supplied should have the facilities of manufacturing PE Pipes for natural gas services as per IS:14885 (2001 edition).
- 1.1.3 Item wise BEC requirement is as per the table given below:.

Item No.	Diameter (OD), mm	Minimum requirement to qualify Qty. (Mtr)
1	φ 125	540
2	φ 63	7,200
3	φ 32	26,550
4	φ 20	4,500

(1). For bidders quoting for single items:

The bidder should have manufactured and supplied minimum quantities as per the above table in a single order for each quoted item of same size or higher diameter of MDPE Pipes of grade PE100, SDR 11 as per IS:14885 (2001 edition) or equivalent. The above supply should have been completed in the last **seven years** reckoned from the bid due date.

(2). For bidders quoting for more than one item:

For Bidders quoting for more than one item, the BEC quantity will be on cumulative basis in addition to satisfying the condition mentioned in Sl. No. (1) above. Further the bidder qualifying for higher diameter/sizes will be considered qualified for lower sizes also, subject to meeting the cumulative quantity requirement.

Note:

- i) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate to this effect issued by the end user/owner.
- ii) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for



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Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

1.1.4 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case, as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for the successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/Undertakings along with the techno-commercial bid:

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the supporting company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the supporting company to Bhagyanagar Gas for fulfilling the obligation under the Agreement.
- iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where the foreign-based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is the sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid-up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.



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In such a case, the bidding company shall furnish an undertaking that their foreign-based supporting company is not having any Permanent Establishment in India in terms of the Income Tax Act of India.

- iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by the supporting company shall be invoked by Bhagyanagar Gas due to non-performance of the bidding company.

Note:

In case the Supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited

The Financial BEC of the tender is to be met by bidder on their own.



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B. Financial Criteria

1.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the preceding three financial years shall be as under:

Item No.	Minimum annual turnover requirement (INR in Lakhs)
1	14.12
2	48.71
3	50.13
4	5.13

1.2.2 Net worth

Net worth of the bidder should be **positive** as per the **immediate preceding audited** financial results.

1.2.3 Working Capital

The minimum working capital of the bidder as per the **immediate preceding audited** financial results, shall be as under:

Item No.	Minimum annual Working Capital requirement (INR in Lakhs)
1	2.82
2	9.74
3	10.03
4	1.03

1.3 NOTES:

- i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for at least working capital requirement as



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stated above. The line of credit letter from bank to be submitted strictly as per format at F-13.

- ii) If a bidder quotes for more than one item, then the requirement of Annual Turnover and minimum working capital will be calculated on cumulative basis.
- iii) Financial BEC will not be applicable for bidders quoting only for item no. 1 or 2 or 4 above.
- iv) Financial BEC will not be applicable for bidders quoting only for item no. 1 & 4 above.
- v) **Annual Turnover:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. **Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.** However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- vi) **Net Worth/Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/Working Capital calculation. **Wherever the closing date of the bid is after 30th September of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.**

C. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
1.1.1	Documents in support	Copies of: Factory registration certificate / GST registration certificate/ NSIC certificate/ISO certificate or any other document evidencing the bidder as manufacturer from appropriate authority.
1.1.2	Manufacturing facilities as per testing/Quality control requirement	Copies of Valid certificates for Bidder's established plant from such agencies as BIS etc
1.1.3	Experience criteria	Copies of Purchase Order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate



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BEC Clause no.	Description	Documents required for qualification
		along with invoice / inspection report etc. issued by the purchaser/end user in support of supply of PE Pipes as per IS:14885 (2001 edition) or equivalent in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross-reference of the purchase order.
1.1.4	Indicated under 1.1.4	Relevant documents as required as per Clause No 1.1.4

BEC Clause no.	Description	Documents required for qualification
B	Documents Required-Financial Criteria	
1.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement etc] of the three (3) preceding Financial Year(s), along with un-price bid.
1.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement etc] of last Financial Year along with un-price bid
1.2.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement etc] of last Financial Year along with un-price bid If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format at F-13.

C. ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) AS UNDER

“Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa.

The Financial BEC of tender is to be met by the bidder on their own.”



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D. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC)

Technical Criteria of Bid Evaluation Criteria (BEC):

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:

Documents in support of **Technical Criteria** of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in manufacturer's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-14' duly signed and stamped by a chartered accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

In absence of requisite documents Bhagyanagar Gas / MECON reserves the right to reject the bid without making any reference to bidders.

Note :

1. Bidder(s) may submit the self-certified documents in support of BEC of tender, etc. The authenticated document will be submitted by bidder, on whom order/contract is placed, after normalization of situation. An undertaking (as per Performa attached as **Annexure-a**) to this effect shall be submitted by bidder in bid."



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Note:

1. EXCHANGE RATE FOR CONVERSION OF CURRENCY FOR EVALUATION OF DOCUMENTS RELATED TO BEC

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

a) BEC (Technical):

Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order submitted by bidder.

b) BEC (Financial):

(i) For Annual Turnover:

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

ii) For Net-Worth & Working Capital:

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>



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Appendix-A1

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ___ month ___ year by and between M/s _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid-up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. BHAGYANAGAR Gas Limited (hereinafter referred to as BHAGYANAGAR Gas) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for the successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to BHAGYANAGAR Gas for the full scope of work as envisaged in the tender document as the main bidder and liaise BHAGYANAGAR Gas directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by BHAGYANAGAR Gas.
- c) The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till the validity of bidder's offer to BHAGYANAGAR Gas including extension if any and till satisfactory performance of the contract, the same is awarded by BHAGYANAGAR Gas to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BHAGYANAGAR Gas.



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- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BHAGYANAGAR Gas, however without prejudice to any rights that BHAGYANAGAR Gas might have against the Supporting Company.
- g) It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to BHAGYANAGAR Gas for the performance of works during the contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof, the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s.

For and on behalf of
(Supporting Company)
M/s.

Witness:
1)
2)

Witness:
1)
2)



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Appendix-A2

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed atthis..... day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s BHAGYANAGAR Gas Limited, a company duly registered under the law of India having its Registered Office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004, India, and having Purchase center at hereinafter called “BHAGYANAGAR Gas” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.

WHEREAS BHAGYANAGAR Gas has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by BHAGYANAGAR Gas.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BHAGYANAGAR Gas at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.



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The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BHAGYANAGAR Gas to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BHAGYANAGAR Gas, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHAGYANAGAR Gas and duly perform the obligations of the Bidder to the satisfaction of the BHAGYANAGAR Gas.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to BHAGYANAGAR Gas for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BHAGYANAGAR Gas and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BHAGYANAGAR Gas, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BHAGYANAGAR Gas.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BHAGYANAGAR Gas.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BHAGYANAGAR Gas under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Hyderabad, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.



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9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BHAGYANAGAR Gas, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BHAGYANAGAR Gas, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BHAGYANAGAR Gas shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BHAGYANAGAR Gas about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BHAGYANAGAR Gas, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BHAGYANAGAR Gas, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BHAGYANAGAR Gas shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BHAGYANAGAR Gas about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.



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For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

Official seal _____

Witness:

1. Signature _____
Full Name _____
Address _____

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



Bhagyanagar Gas Ltd.

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Appendix-A2A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BHAGYANAGAR Gas Limited

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT/ ORDER) for BHAGYANAGAR Gas Limited having registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 (herein after called the "BHAGYANAGAR Gas" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between BHAGYANAGAR Gas and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BHAGYANAGAR Gas having agreed that the 'SUPPORTING COMPANY' shall furnish to BHAGYANAGAR Gas a performance guarantee for Indian Rupees towards providing complete financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above.

The said M/s. _____ (Supporting Company) 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.



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2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BHAGYANAGAR Gas on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BHAGYANAGAR Gas in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that BHAGYANAGAR Gas at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BHAGYANAGAR Gas may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BHAGYANAGAR Gas shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BHAGYANAGAR Gas against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BHAGYANAGAR Gas or any indulgence by BHAGYANAGAR Gas to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of BHAGYANAGAR Gas under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BHAGYANAGAR Gas discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the Constitution of BHAGYANAGAR Gas or that of the 'SUPPORTING COMPANY'.



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7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor 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
Authorized to sign on behalf of the

Bank



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INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee 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. In the case of a 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 Hyderabad.
2. The Bank Guarantee by Bidders will be given from the bank as specified in Tender.
3. 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
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or it's equivalent in foreign currency along with documentary evidence.



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Section 1.2: Bid Evaluation Methodology



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EVALUATION AND AWARD METHODOLOGY

(1) The below evaluation / distribution methodology will be considered for evaluation and awarding purpose:

- i) A bidder may quote for all or any item(s) of the Price Schedule. Evaluation shall be done item-wise on least cost basis.
- ii) Bidder quoting for any item shall have to quote for entire quantity of that item for all cities, otherwise their bid will not be considered.
- iii) If a bidder happens to be lowest (L1) bidder for more number of item(s) and qualifies for lesser number of item(s), then the order shall be awarded on “least cost to Bhagyanagar Gas” basis for the nos. of item(s) for which the bidder qualifies. Once certain item(s) awarded to such L1 bidder, the bidder ceases to be lowest bidder for the remaining item(s). The ordering of remaining items will be done to next lowest bidder.
- iv) The total required quantities will be distributed to suppliers as per the following methodology:
 - a. 60% of the Item wise quantity will be awarded to L1 bidder and the balance 40% to the next Lower bidder at the L1 total amount.
 - b. For this distribution purpose under S.No (a), L2 bidder shall be asked to match L1 total amount. In the event of L2 bidder not agreeing to match L1 total amount, then L3, L4..... and so on bidder shall be asked to match L1 total amount, so as to select two sources as prescribed above for award of contract.
 - c. In the event of non-selection of two bidder(s) as prescribed above by way of non-matching L1 total amount or non-availability of bidders, the balance quantity will be retendered as per requirement.
- v) In a tie situation where two or more bidders become L1, then the bidder whose turnover is more for the immediate preceding audited financial year will be decided as L1 or L2

(2) **The evaluated price of bidders shall include the following:**

- i) Ex-works price quoted by the bidder (including packing, forwarding but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency etc.
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)



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iv) Other loading, if any, as specified in Tender Document

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).



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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1.0 SCOPE OF BID

- 1.1 The Purchaser/ Owner/ Employer/ Bhagyanagar Gas as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive Bids as described in the Bidding Document/ Tender Document.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “Supplier”) shall complete delivery of Goods along-with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
- a. The terms 'Bid', 'Tender' & ‘Offer’ and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 38.0 (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by Bhagyanagar Gas or Public Sector Project Management Consultant (like EIL, MECON etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on Bid Due Date. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Bhagyanagar Gas or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.



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In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Bhagyanagar Gas by the bidder.

It shall be the sole responsibility of the bidder to inform Bhagyanagar Gas in case the bidder is put on 'Holiday'/'Banning List' by Bhagyanagar Gas or Public Sector Project Management Consultant (such as EIL, MECON. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38.0 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Bhagyanagar Gas by the bidder.

It shall be the sole responsibility of the bidder to inform Bhagyanagar Gas in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.



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2.7 Power of Attorney:

Power of Attorney to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be Issued as per the constitution of the bidder as below:

a. In case of Proprietorship: by Proprietor

b. In case of Partnership: by all Partners or Managing Partner

c. In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP

d. In case of Public / Limited Company: PoA in favour of authorized employee (s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium

The Power of Attorney should be valid till award of contract / order to successful bidder

2.8 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder

2.9 **Digital signature of person holding power of attorney to be used for submitting bid.**

2.10 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3.0 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS) – NOT APPLICABLE FOR THIS TENDER.**

3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfil the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.



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- 3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by Bhagyanagar Gas or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4.0 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one (01) Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one (01) Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.4 Alternative Bids shall not be considered.



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- 4.5 The provisions mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

Further, the Details of Partner(s) / Proprietor / Power of Attorney holder(s) of bidder are to be indicated in the Format for 'Bidder's General Information' in the tender document.

5.0 COST OF BIDDING & TENDER FEE

- 5.1 **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Bhagyanagar Gas will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET(BDS))

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque [in favor of Bhagyanagar Gas Limited, payable at Hyderabad]. Please refer BDS for further details. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

- 5.2.2 MSEs (Micro & Small Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 As stipulated in Clause 39.0 of ITB. The Government Departments/ PSUs are also exempted from the payment of tender fee.

- 5.2.3 In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidder without any interest charges. No plea in this regard shall be entertained by the Purchaser.

6.0 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.



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- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The intending bidders shall be deemed to have visited the site and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Supply in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance
- 6.4 The Bidder shall not be entitled to hold any claim against Bhagyanagar Gas for non-compliance due to lack of any kind of pre-requisite information, as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – BIDDING DOCUMENT

7.0 CONTENTS OF BIDDING DOCUMENT

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8.0 and 9.0"

- Invitation for Bids (IFB)
- Instructions to Bidders [ITB] Section 1
- Bid Evaluation Criteria [BEC] Section 1.1
- Bid Evaluation Methodology Section 1.2
- General Condition of Contract [GCC]-Goods Section 2
- Special Conditions of Contract [SCC] Section 3
- Technical Specifications, Drawing and Scope of Supply / Material requisition Section 4
- Price Schedule/ Schedule of Rates Section 5

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. 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



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and may result in the rejection of his Bid.

8.0 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify Bhagyanagar Gas/MECON in writing or by fax or email at Bhagyanagar Gas/MECON mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. Bhagyanagar Gas/MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. Bhagyanagar Gas/MECON may respond in writing to the request for clarification. Bhagyanagar Gas/MECON response including an explanation of the query, but without identifying the source of the query will be uploaded on Bhagyanagar Gas/MECON and Government tendering websites, as mentioned at 2.0 (H) of IFB/ communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to Bhagyanagar Gas in the format "F-15"

9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on Bhagyanagar Gas' and Government tendering websites, as provided at 2.0 (H) of IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Purchaser, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.



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[C] – PREPARATION OF BIDS

10.0 LANGUAGE OF BID

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Bhagyanagar Gas shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders' country in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11.0 DOCUMENTS COMPRISING THE BID

11.1 Bidders are requested to refer instructions for participating in e Tendering enclosed herewith as Annexure-I, User Manual for Bidders and FAQs available in e-Portal and **bids submitted manually shall be rejected**. The Bid must be submitted on E-portal (www.tenderwizard.com/MECON) in Two Bid system in two parts as below:

- (i) **TECHNO-COMMERCIAL/UN-PRICED BID (Part-I)**
- (ii) **PRICE BID (Part-II)**

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

11.1.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID shall contain the following:

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item. Schedule of Rates (Unpriced Bid) to be considered for the same.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of



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- Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
 - j) 'Agreed Terms and Conditions', as per 'Form F-9'
 - k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - l) Undertaking on the Letter head, as per the Form F-10.
 - m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder as per the Form F-11.
Digital signature of person holding power of attorney to be used for submitting bid.
 - n) Any other information/details required as per Bidding Document
 - o) EMD/ Bid Security in original as per Clause 16.0 of ITB
 - p) All forms and Formats including Annexures.
 - q) Original Tender Fee, if applicable
 - r) Tender Document digitally signed by the Authorized Signatory.
 - s) Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Supply, if any
 - t) Integrity Pact as per Form F-17 (if applicable)
 - u) List of JV member (s), if any, and Joint Venture Agreement as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
 - v) Annexure- A- Undertaking on Letterhead in respect of bidder not being from a country which shares land border with India as per Form- I &II
 - w) Declaration for Bid security shall be submitted by bidder as per enclosed Annexure - B on the letter ahead
 - x) Undertaking regarding submission of CPBG/SD within stipulated time line as enclosed (Annexure - C)
 - y) Undertaking Regarding Submission of Electronic Invoice (E-Invoice As Per GST Laws as enclosed (Annexure - D)
 - z) Annexure-a (Undertaking regarding submission of Authenticated document)

11.1.1.2 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Tender Fee (wherever applicable), Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the E-Portal (www.tenderwizard.com/MECON), **All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.**

However, bidders must submit the original "Bid Security / EMD, Tender Fee, Power of Attorney, Integrity Pact (if applicable) and any other documents specified in the bidding



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documents to address mentioned in clause 2.0 (L) of ITB, in a sealed envelope, superscribing the Tender details & number within 7 days from the the bid due date.

Bidders are required to submit the EMD & Tender Fee, in original, by Due Date and Time of Bid Submission .or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD & Tender Fee in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD & Tender Fee in Part-I of Bid, provided the original EMD & Tender Fee, copy of which has been uploaded, is received within 7 days from the Due Date and Time of Bid Submission, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD& Tender Fee was earlier uploaded by the Bidder.

11.1.2 PART-II: Price Bid

11.1.2.1 PART – II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. Schedule of Rates (Price Bid) to be considered for the same. MECON/BHAGYANAGAR GAS shall not be responsible for any failure on the part of the bidder to follow the instructions given in Tender & User Manual on e-portal and the Notes given below.

Note:

- i) The Price bid to be uploaded in accordance with Annexure-I.
- ii) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents.
- iii) Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iv) If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.



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- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 11.2 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, User Manual and FAQs available in e-Portal www.tenderwizard.com/MECON. Bids submitted manually shall be rejected.
- 11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the e-bid. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.
- 12.0 PRICE SCHEDULE / BID PRICES**
- 12.1 Bidders shall indicate the following in the Price Schedule/SOR format.
- 12.2 Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 12.3 GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- 12.4 Deleted
- 12.5 Inland transportation upto Delivery Location and other costs incidental to delivery.
- 12.6 The material is required to be delivered through a reliable bank approved Road Transport Company.
- 12.7 Also, Bhagyanagar Gas reserves the right to transport the material with it's own transporter.
- 12.8 Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.9 Deleted



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- 12.10 It shall be the endeavor of the Purchaser to arrange transit insurance (refer bidding document for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.11 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.12 The delivery basis of the goods is mentioned in bidding document. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.13 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the specific Format, as provided in ITB and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.14 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.15 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- 12.16 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13.0 TAXES AND DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to Bhagyanagar Gas's account.



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Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.3 Deleted

13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BHAGYANAGAR Gas to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If the input tax credit is not available to BHAGYANAGAR Gas for any reason not attributable to BHAGYANAGAR Gas, then BHAGYANAGAR Gas shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct /setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if



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any, against any amounts paid or becomes payable by BHAGYANAGAR Gas in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BHAGYANAGAR Gas that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BHAGYANAGAR Gas to the government exchequer, then, that Supplier shall be put under Holiday list of BHAGYANAGAR Gas for the period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BHAGYANAGAR Gas.

- 13.7 The supplier shall mention the particulars of Bhagyanagar Gas Limited on the Invoice. Besides, if any other particulars of Bhagyanagar Gas are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 Bhagyanagar Gas will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 13.9 However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by Bhagyanagar Gas. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then Bhagyanagar Gas shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by Bhagyanagar Gas.

13.11 Anti-profiteering clause

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.

- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are



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subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

- 13.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed :

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount

Based on the Total Cash Outflow calculated as above, BGL shall place orders.

- 13.14 Provision w.r.t. E- Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by BGL. as no ITC (Input Tax Credit) is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to BGL. for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then BGL. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.



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To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/ Consultant as per format enclosed at **Annexure-D (UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS))** along with documents for release of payment.”

- 13.15 Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

As per section 206C(1H) of the Income Tax Act. 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from BGL.

BGL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to BGL

14.0 **BID CURRENCIES**

Bidders must submit bid in Indian Rupees only.

15.0 **BID VALIDITY**

- 15.1 Bids shall be kept valid for a period of **90 days from the Due Date of Bid Submission**. A Bid valid for a shorter period may be rejected by Bhagyanagar Gas as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-15" in all respects.



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16.0 EARNEST MONEY DEPOSIT/ BID SECURITY (FOR APPLICABILITY OF THIS CLAUSE REFER BID DATA SHEET(BDS))

16.1 Bids must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' [in favour of **Bhagyanagar Gas Limited**, payable at the place as defined in **BDS**] or 'Bank Guarantee' or 'Letter of Credit' as per the format given in Form -4/4A of the bidding documents or [in favor of **Bhagyanagar Gas Limited**]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

Bank details of BGL is as specified in Bid Data Sheet [BDS].

16.2 The 'Bid Security' is required to protect Bhagyanagar Gas against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".

16.3 Bhagyanagar Gas shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same 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 [Rupees One Hundred 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. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by Bhagyanagar Gas as non-responsive.

16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.

16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 37.0 of ITB.



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16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- c) If the Bidder modifies bids during the period of bid validity (after submission date).
- d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- e) In the case of a successful Bidder, if the Bidder fails to:
 - i) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - ii) to accept 'arithmetical corrections' as per provision of the clause no. 30 of ITB.

16.8 Bid Security should be in favour of Bhagyanagar Gas Limited and addressed to Bhagyanagar Gas. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security** in accordance with the provisions of PPP-2012 as stipulated in Clause 39.0 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

16.10 In case of forfeiture of EMD/Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BHAGYANAGAR Gas. The forfeiture amount will be subject to the final decision of BHAGYANAGAR Gas based on other terms and conditions of order/ contract.

16.11 Provision relating to EMD/Bid Bond

EMD/Bid Bond will not be accepted in case the same has reference of "remitter"/ 'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected"

17.0 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.



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- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to Bhagyanagar Gas in the format “F-15”, as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on Bhagyanagar Gas website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9.0", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

- 18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19.0 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. Bhagyanagar Gas will accept bids based on terms & conditions of "Bidding Documents" only. Bhagyanagar Gas will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. Bhagyanagar Gas' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Bhagyanagar Gas reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid



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down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a) Firm Price
- b) Earnest Money Deposit / Bid Security
- c) Specifications & Scope of Services
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20.0 **E-PAYMENT**

20.1 Payments to Suppliers will be made electronically, through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

20.2 Further, to promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.



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ID] – SUBMISSION OF BIDS

21.0 BID SUBMISSION

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22.0 DUE DATE AND TIME OF BID SUBMISSION

- 22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/ BDS.
- 22.2 Bhagyanagar Gas may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9.0 of ITB refers). In which case all rights and obligations of Bhagyanagar Gas and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on websites as mentioned at 2 (H) of IFB/communicated to the bidders..

23.0 LATE BIDS

Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Portal shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22.0 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.



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- 24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16.0 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Bhagyanagar Gas shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per Annexure-IV.

[E] – BID OPENING AND EVALUATION

25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bhagyanagar Gas 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 Bhagyanagar Gas' action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Bhagyanagar Gas shall respond quickly.

26.0 BID OPENING

26.1 **Unpriced Bid Opening:** Bhagyanagar Gas/MECON will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

26.2 Price Bid Opening:

26.2.1 Bhagyanagar Gas/MECON will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized



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representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27.0 CONFIDENTIALITY

During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

28.0 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money / Bid Security';
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:



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- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30.0 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.



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- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31.0 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section 1.2 of bidding documents.

32.0 QUANTITY VARIATION

- 32.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary. Provisions for the quantity tolerance stipulated in Technical Volume/SCC shall prevail over above provision.

- 32.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

33.0 PURCHASE PREFERENCE

- 33.1 Purchase preference to Central government Public Sector Undertaking, Domestically Manufactured Electronic Products and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

- 33.2 Preference for Domestically Manufactured Electronic Products (DMEP) shall be as per Format F-19. For applicability, please refer BDS.

[F] – AWARD OF CONTRACT

34.0 AWARD

Subject to "ITB: Clause-29.0", Bhagyanagar Gas will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.



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35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by Bhagyanagar Gas either by Fax / E - mail / Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on Bhagyanagar Gas and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. Bhagyanagar Gas may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 35.2 Contract/ Delivery/ Completion Period shall commence from the date of Notification of Award/ FOA or as mentioned therein.
- 35.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-37.0", Bhagyanagar Gas will promptly discharge his EMD, pursuant to "ITB: Clause-16.0".
- 35.4 The order/ Contract value is subject to Price Reduction Schedule (PRS) clause.

36.0 DISPATCH SCHEDULE

- 36.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) (project site) basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / Bhagyanagar Gas on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as specified in BDS or as per Purchase Order, if a separate person is mentioned therein:

- i) Shipments Schedule
- ii) Dimension details of packages
- iii) Detailed technical write-up along with Catalogue (if applicable)
- iv) Any other document/details, if mentioned in Purchase Order



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36.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by Bhagyanagar Gas, the concerned designated order issuing authority may be contacted in this regard.

36.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from Bhagyanagar Gas, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPG/SD shall not be applicable in cases wherein the individual order value as specified in Notification of Award is upto INR 5 Lakh (excluding GST). The successful bidder has the option to submit CPG/SD as per the following details:

i) Procurement of materials (Non-ARC case)

SD/CPBG @ 3% of Total Order/ Contract Value within 30 days of FOA/ notification of award.

ii) Annual Rate Contracts for materials (ARC case)

SD / CPBG @ 3% of Annualized Order / Contract value within 30 days of FOA/ notification of award

37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties / **GST (CGST & SGST/UTGST or IGST)**.

37.3 Bank Guarantee towards Contract Performance 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a 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. **This bank guarantee shall be valid for a**



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period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

- 37.4 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 EMD.
- 37.5 Further, the bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Bhagyanagar Gas Limited.
- 37.6 In case of forfeiture of Contract Performance Security/Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BHAGYANAGAR Gas. The forfeiture amount will be subject to final decision of BHAGYANAGAR Gas based on other terms and conditions of order/ contract.
- 37.7 Provision relating to Contract Performance Guarantee (CPBG)/Security Deposit
CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/ 'financer' other than bidder on the aforementioned financial instrument of CPBG/Security Deposit submitted by the Supplier/ Contractor/Service Provider.
- 37.8 Submission Of Security Deposit/ Contract Performance Guarantee Through Additional Mode- Online Bank Transaction

In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no. ----- (contractor/vendor to specify the FOA/LOA/PO no.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the concerned department of BGL immediately and necessarily within 30 days from the date of Fax of Acceptance.



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38.0 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

38.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in Bhagyanagar Gas' "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited, such decision of Bhagyanagar Gas Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

39.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender Document participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than



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one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

39.2 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

39.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum ("Udyam Registration") w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e; <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to **SUBMIT UDYAM REGISTRATION CERTIFICATE** for availing benefit under Public Procurement Policy for MSEs-2012.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such



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enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 39.4 If against an order placed by Bhagyanagar Gas, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

- 39.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

40.0 PACKING INSTRUCTIONS

- 40.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. 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.



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- 40.2 Fragile articles should have special packing materials depending on type of materials.
- 40.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 40.4 Attachments and spare parts of equipment 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.
- 40.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 40.6 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.
- 40.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs,

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

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

Seller's Name.....

- 40.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - Any other requirement mentioned elsewhere in Tender Document



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41.0 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure IV. The Period of Holiday mentioned in GCC clause no. 28.1.3 shall be superseded by the period mentioned in Annexure IV

42.0 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

43.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT(S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned

44.0 DELETED



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45.0 **REPEAT ORDER**

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

To meet the project exigencies, repeat order can be resorted for any city against a valid contract.

46.0 **PROVISIONS FOR BUY-BACK ITEMS (To be incorporated in applicable tenders) (NOT APPLICABLE FOR THIS TENDER)**

46.1 Old materials are to be handed over to the vendor/contractor in terms of the contract with proper documentation on “as is where is basis”. The vendor/contractor is required to take away such materials out of Bhagyanagar Gas immediately after handing over to them.

46.2 The vendor/contractor will not sell these materials to any Bhagyanagar Gas employee without written permission of HR Department- Bhagyanagar Gas, to be obtained by the Bhagyanagar Gas employee(s). Even after employees obtain permission from Bhagyanagar Gas, the Contractor is free to take decision whether to sell such item (s) to Bhagyanagar Gas employee(s) or not.

46.3 Vendor / Contractor will accept payment only by Cheque/Demand Draft for sale of old item(s) to Bhagyanagar Gas employee(s).

46.4 Vendor/Contractor will maintain a separate record for such sales to Bhagyanagar Gas employees and will make the same available as and when requested by Bhagyanagar Gas.

47.0 **PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

Refer enclosed Annexure A

48.0 **PROVISION FOR STARTUPS**

PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) - **Not Applicable for this tender.**



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51.0 GUIDLINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS.

PRS is the reduction in the consideration/contract value for the goods/services covered under this contract. In case of delay in supply/ execution of the contract, the supplier/contractor/service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If the supplier/ contractor/ service provider has raised the invoice for the full value, then the supplier/contractor/service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases, if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BHAGYANAGAR Gas will release the payment to supplier/ contractor/ service provider after giving the effect of the PRS clause with the corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on BHAGYANAGAR Gas due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. BHAGYANAGAR Gas shall be entitled to deduct /setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BHAGYANAGAR Gas in future to the Supplier/Contractor under this contract or under any other contract

52.0 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN FIFTY PERCENT OF THE PAID-UP SHARE CAPITAL OF THE BIDDER COMPANY OR VICE VERSA

Refer the details indicated under Section 1.1: Bid Evaluation Criteria

===== X =====



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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Annexure-I

Instructions for Participation in e Tendering

(Refer Attached Annexure-1)



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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Annexure-II

Bid Data Sheet (BDS)

(ITB to be read in conjunction with BDS)



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ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Bhagyanagar Gas Limited The consignee details for the goods are as under:- (To be provided upon award) _____				
1.2	The name of the Procurement to be performed is: SUPPLY OF PE PIPES				
3	Bid From a Consortium / Joint Venture <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
5.2.1	Applicability of Tender fee <table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p>Note: Refer clause 5.2 of ITB for further details</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
5.2.2	<ul style="list-style-type: none"> Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Bhagyanagar Gas Limited payable at Hyderabad. 				
B. BIDDING DOCUMENT					
8.1	For clarification purposes only, the communication address is: K SATYAN GM (Contracts) MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80- 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@mecon.co.in				
8.1	Websites: : http://www.bglgas.com ; https://eprocure.gov.in ;				



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ITB clause	Description										
	http://www.meconlimited.co.in E-Procurement Portal (e-Portal): www.tenderwizard.com/MECON										
C. PREPARATION OF BIDS											
11.1.1 (s)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (Refer clause(s) XX of SCC): N.A _____ _____										
12	Additional Provision for Schedule of Rate/ Bid Price are as under: - _____ _____										
12.3	Transit Insurance shall be arranged by :- <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">BHAGYANAGAR GAS LIMITED</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>SUPPLIER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> In case, transit insurance to be arranged by Bhagyanagar Gas, the details of Transit Insurance Policy are as under:- Not Applicable	BHAGYANAGAR GAS LIMITED	<input checked="" type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>						
BHAGYANAGAR GAS LIMITED	<input checked="" type="checkbox"/>										
SUPPLIER	<input checked="" type="checkbox"/>										
12.5	Delivery basis shall be <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">FOT, Site, BGL- Hyderabad, Vijayawada & Kakinada</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>EX-WORKS, (Bidder to indication location)</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	FOT, Site, BGL- Hyderabad, Vijayawada & Kakinada	<input checked="" type="checkbox"/>	EX-WORKS, (Bidder to indication location)	<input checked="" type="checkbox"/>						
FOT, Site, BGL- Hyderabad, Vijayawada & Kakinada	<input checked="" type="checkbox"/>										
EX-WORKS, (Bidder to indication location)	<input checked="" type="checkbox"/>										
13.7 and 13.8	Details of Buyer: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Consignee</td> <td>M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004</td> </tr> <tr> <td>PAN NO.</td> <td>AACCB2130P</td> </tr> <tr> <td>GST NO. TELANGANA</td> <td>36AACCB2130P1ZQ</td> </tr> <tr> <td>GST NO. : ANDHRA PRADESH</td> <td>37AACCB2130P1ZO</td> </tr> <tr> <td>Bhagyanagar Gas Bank details</td> <td>Operations a/c No: 000805017218 Current Account ICICI Bank Ltd. BEGUMPET BRANH HYDERABAD IFSC Code: ICIC0000008</td> </tr> </table>	Consignee	M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004	PAN NO.	AACCB2130P	GST NO. TELANGANA	36AACCB2130P1ZQ	GST NO. : ANDHRA PRADESH	37AACCB2130P1ZO	Bhagyanagar Gas Bank details	Operations a/c No: 000805017218 Current Account ICICI Bank Ltd. BEGUMPET BRANH HYDERABAD IFSC Code: ICIC0000008
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**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES****Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540**

ITB clause	Description						
16.1 a)	Applicability of EMD/ Bid Security						
	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>DECLARATION FOR BID SECURITY *</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>	DECLARATION FOR BID SECURITY *	<input checked="" type="checkbox"/>
	APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>						
DECLARATION FOR BID SECURITY *	<input checked="" type="checkbox"/>						
* Declaration for Bid security shall be submitted by bidder as per enclosed Annexure -B on the letter ahead.							
16.1 b)	<ul style="list-style-type: none">In case 'Earnest Money Deposit/ Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be in favour of Bhagyanagar Gas Limited, payable at Hyderabad						
17.1	Date, Time and Venue of Pre-Bid meeting Refer 2.0 (I) under IFB.						
D. SUBMISSION AND OPENING OF BIDS							
21	The Tender No. of this bidding process is: MEC/23VX/01/51/D2/T06/SU/6540						
21.2	For physical documents submission purposes only, the Consultant's contact details are as below: K SATYAN GM (I/c) (Contracts) MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@mecon.co.in						
22.1	Due Date and Time of Bid Submission shall be, Date: 17.06.2021 Time: Upto 14.00 hrs. (IST)						



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**CITY GAS DISTRIBUTION PROJECT
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ITB clause	Description									
26	<p>The bid opening shall take place at: (online) Date: 17.06.2021 Time: 15.00 hrs. (IST)</p> <p>MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@mecon.co.in</p>									
33.2	<p>Whether Domestically Manufactured Electronic Products (DMEP) is applicable or not:</p> <table border="1" data-bbox="384 931 940 1055"> <tr> <td>YES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>					
YES	<input checked="" type="checkbox"/>									
NO	<input type="checkbox"/>									
E. EVALUATION, AND COMPARISON OF BIDS										
31	Evaluation Methodology is mentioned in Section 1.2.									
F. AWARD OF CONTRACT										
37	<p>Contract Performance Guarantee / Security Deposit</p> <table border="1" data-bbox="384 1397 940 1554"> <tr> <td>APPLICABLE</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <table border="1" data-bbox="384 1666 1206 1812"> <tr> <td rowspan="2">Applicability</td> <td>37.1 (i)</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>37.1 (ii)</td> <td><input type="checkbox"/></td> </tr> </table> <p>Note:</p> <p>a. The CPBG is to be submitted by Bidder within 30 days after issuance of Fax of Acceptance (Notification Award) and in the event of delay in submission of CPBG/SD, the contract can be terminated.</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>	Applicability	37.1 (i)	<input checked="" type="checkbox"/>	37.1 (ii)	<input type="checkbox"/>
APPLICABLE	<input type="checkbox"/>									
NOT APPLICABLE	<input checked="" type="checkbox"/>									
Applicability	37.1 (i)	<input checked="" type="checkbox"/>								
	37.1 (ii)	<input type="checkbox"/>								



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



ITB clause	Description				
	b. An undertaking regarding submission of CPBG/SD within stipulated time line as enclosed (Annexure – C) shall be submitted on letter head along with offer.				
39	Whether tendered item is non-split able or non-divisible: <table border="1" data-bbox="384 763 940 920"><tbody><tr><td data-bbox="384 763 675 835">YES</td><td data-bbox="675 763 940 835"><input checked="" type="checkbox"/></td></tr><tr><td data-bbox="384 835 675 920">NO</td><td data-bbox="675 835 940 920"><input type="checkbox"/></td></tr></tbody></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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Annexure-III

Procedure for Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices



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Introduction:

In the endeavour to maintain and foster most ethical and corruption free business environment, this Banning Procedure containing provision for putting a Vendor/ Supplier on Suspension and/or banning list if such agency indulges in corrupt/ fraudulent/ collusive/ coercive practice is being followed.

A] Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors of Bhagyanagar Gas

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies,

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:



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

A.9 “Investigating Agency” shall mean any department or unit of Bhagyanagar Gas investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Bhagyanagar Gas, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B] Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Bhagyanagar Gas for a period specified in para B.2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Guarantee submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall



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be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

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

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

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

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

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

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt /Fraudulent /Collusive /Coercive Practices shall be as under and to be reckoned from the date of banning order:

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Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by Bhagyanagar Gas	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C] Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.



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- C.2** However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1** after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2** after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3** after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D] Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1** The order of suspension would operate initially for a period not more than six months and will be communicated to the agency and also to Corporate Vigilance Department.



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Period of suspension may be extended by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension will be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

E] Appeal against the Decision of the Competent Authority:

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.



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- E.2** Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3** Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F]** Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.



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Annexure-IV

Procedure for Evaluation of Performance of Vendor/ Suppliers



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1.0 GENERAL

A system for evaluation of Vendor/ Suppliers and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendor/ Suppliers need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendor/ Suppliers so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendor/ Suppliers associated with Bhagyanagar Gas in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.



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ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of Bhagyanagar Gas.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 Deleted

5.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

5.1 FOR PROJECTS AND OPERATIONS & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with completion of contract/supply order.
- ii) On completion of contract/supply order, EIC (Engineer-in-charge)/ Project- in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1 for Projects and Annexure-2 for O&M) for all Orders and Contracts excluding cases under para 4.0
- iii) Depending upon the Performance Rating, following action need to be initiated by



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Engineer-in-charge/Project-in-charge:

SI. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet will be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for Two Years.

(b) Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.

2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.



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(b) Second such instance in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card for a period of One Year.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no 28.3.1 of GCC Goods)

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ nonperformance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant

(b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

C) Where Performance rating is “FAIR

Warning will be issued to such defaulting Vendor/ Supplier to improve their performance

vi) A draft show cause notice providing a final opportunity to alleged defaulter to defend his case will be put up.

The show cause notice will contain all the allegations towards the breach



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committed by agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents will also be provided to the agency along with show cause notice.

An opportunity to the concerned party will be given to respond to the same within 15 days.

In response to the show cause notice if the party seeks any additional document (applicable only once), the same will be provided to the party as the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted.

- vii) If the party desires for personal hearing to the committee prior to submission of reply to show cause notice, the same can also be given.
- viii) The reply to show cause notice will be examined. In case the decision is to put the party on holiday for a specific period, a letter in form of speaking order will be issued to the party.
- ix) However, Holiday restrictions shall not apply on Vendors/ Supplier for procurement of spares from them on proprietary basis.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier, such order will be properly monitored during execution stage.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier is put on Holiday, such Vendor/ Supplier will not be considered in ongoing tenders/ future tenders.
- 7.2 However, if such Vendor/ Supplier is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue



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till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3 Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to Bhagyanagar Gas or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.



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- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors

11.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/order (s).

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of Clause no. 5.1

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card

- 12.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of Bhagyanagar Gas that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Bhagyanagar Gas to the government exchequer, then party will be put on holiday for a period of six months.

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- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/
Contractor/ Consultant :
- vi) Contracted delivery/
Completion Schedule :
- vii) Actual delivery/ : Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of

Authorised

Signatory:

Name:

Designation:



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Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases: No Defects/ No Deviation/ No failure: **40 marks**

i) Rejection/Defects	Marks to be allocated on pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of	1. No deviation	5 marks

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- deviations
2. No. of deviations < 2 2 marks
3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES****Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540****Annexure-2****Bhagyanagar Gas Limited PERFORMANCE RATING DATA SHEET
(FOR O&M)**

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ : Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated(*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised

Signatory:

Name:

Designation:



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on Pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES**

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Annexure-V

Forms & Format



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	AGREED TERMS & CONDITIONS
F-10	UNDERTAKING ON LETTERHEAD
F-11	FORMAT FOR POWER OF ATTORNEY
F-12	CHECK LIST
F-13	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-14	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-15	BIDDER'S QUERIES FOR PRE BID MEETING
F-16	E-BANKING FORMAT
F-17	INTEGRITY PACT
F-18	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT"
F-19	PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)
F-20	FREQUENTLY ASKED QUESTIONS (FAQs)
F-21	DECLARATION FOR BID SECURITY (Annexure- B)
F-22	PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA (Annexure- A)
F-23	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE (Annexure- C)
F-24	ANNEXURE-a (UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENT



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:
Tender no:

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Mobile Number	_____
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)



BHAGYANAGAR GAS LIMITED
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12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	INR
14	Banker's Name	
15	Branch	
16	Bank account number	
17	IFSC code	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21	Whether Micro/Small/Medium Enterprise Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum ("Udyam Registration") w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e; https://msme.gov.in/). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit UDYAM REGISTRATION CERTIFICATE for availing benefit under Public Procurement Policy for MSEs-2012. An enterprises registered prior to 30.06.2020 and who are not re-	(Bidder to submit documents as specified in Clause 37 of ITB)



BHAGYANAGAR GAS LIMITED

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	registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.	
	a) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.	
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
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F-2

BID FORM

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of “_____” including "Specifications & Scope of Services", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of 90 days from the Due Date of Bid Submission, and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Guarantee / Security Deposit" as mentioned in Tender Document for the due performance within "Thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award"/ "Fax of Acceptance" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intent of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of



BHAGYANAGAR GAS LIMITED

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the Services 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.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



BHAGYANAGAR GAS LIMITED

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F-3

LIST OF ENCLOSURES

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:
Tender no:

Dear Sir,

- A.** We are enclosing the following documents in Original form as part of the bid:
1. Power of Attorney of the signatory to the Bidding Document in physical form.* F-11
 2. Bid Security/EMD *
 3. Tender fee
 4. Integrity Pact *

* The bidder has the option to submit these documents in physical form on /before the bid due date or within seven days from bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

B. We are also enclosing the following documents on line as part of the e-bid:

1. Documentary evidence required for meeting the Bidder Qualification Criteria as per bidding document.
2. Power of Attorney of the signatory to the bid document (F-11)
3. Annual Report (duly certified/ attested by notary public with legible stamp) for the last three years showing details such as annual turn over, profit and loss account, net worth etc. (F-13 and F-14)
4. Execution schedule with interlinking of various activities ^
5. All documents as per clause 11.0 of ITB i.e. “Documents Comprising the Bid” along with addendums/corrigendum.

^ If specifically required as per bidding document

(SEAL AND SIGNATURE OF BIDDER)



BHAGYANAGAR GAS LIMITED

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F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

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 _____ having _____ our _____ Head _____ Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Bhagyanagar Gas Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Bhagyanagar Gas, 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



BHAGYANAGAR GAS LIMITED

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two (02) months beyond the validity of the bid].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 authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
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F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

Irrevocable and confirmed Letter of Credit No. Amount: Rs.

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Bhagyanagar Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):

- (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Bhagyanagar Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No



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..... for (Item)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant)

FOR

Authorized Signature
(Original Bank)

Counter Signature



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F-5

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings'
/'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).



BHAGYANAGAR GAS LIMITED

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Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to Bhagyanagar Gas / MECON.



BHAGYANAGAR GAS LIMITED
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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

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 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
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F-7

DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by Bhagyanagar Gas or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ (any) Public Sector Undertaking(s) as on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Bhagyanagar Gas or the Ministry of Petroleum and Natural Gas.

In case it comes to the notice of Bhagyanagar Gas that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of Contract or till complete execution of the Contract, the same will be promptly informed to Bhagyanagar Gas by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer 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 & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED
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F-9

AGREED TERMS & CONDITIONS

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Please specify the Dispatch Point	
5	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
5.1	Freight charges, quoted seperately	
5.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
5.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.13 of ITB	



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CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
6. a	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.b	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6. c	Confirm that Contract Performance Security 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 guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9.	Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
12.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports (duly certified/ attested by notary public with legible stamp) for the last three financial years are furnished along with the Un-priced Bid. (F-14)	



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ Bhagyanagar Gas or his relative is a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be the sole responsibility of the bidder to inform Bhagyanagar Gas about the changes that may occur in the stated declaration during the course of finalization of the tender.	
20.	Confirm that any correction in documents submitted in the Un-priced part has been initialled and with digital signatures of the authorized person	
21.	a) Please confirm whether you are MSE and if so then you have submitted Documentary evidence that you are a Micro or Small Enterprises. Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum ("Udyam Registration") w.e.f. 01.07.2020 (for complete details	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>of policy refer website of Ministry of MSME i.e; https://msme.gov.in/).</p> <p>Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit UDYAM REGISTRATION CERTIFICATE for availing benefit under Public Procurement Policy for MSEs-2012.</p> <p>An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p> <p>b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.</p> <p>The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and notary public with legible stamp</p>	
22.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to Bhagyanagar Gas, but also for criminal proceedings under the relevant laws.	
23.	Confirm that scanned copy of the EMD / Bid Bond & Tender Fee have been submitted thru e- portal and the original BG/DD has been sent thru courier.	
24.	Confirm 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 bid document.	

**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
25	Provision w.r.t. E- Invoicing requirement as per GST laws	
	a) Whether bidder is liable to raise E-Invoice as per GST Act	
	b) If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
26	Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)	
	a) Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax	
	b) If yes. bidder as a seller will raise proper tax invoice on sale of goods to BGL showing TCS component.	
	c) Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from BGL and issue of TCS certificate to BGL timely.	
	d) If BGL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then BGL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES
Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



F-10

UNDERTAKING ON LETTERHEAD

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

SUB:

TENDER NO:

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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**CITY GAS DISTRIBUTION PROJECT
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POWER OF ATTORNEY

[Bidder shall use own Power of Attorney Format]



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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 the necessary data/information as called for in the bid document has been submitted by them 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	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Digitally signed original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid. (F-11)		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings (F-7)		
vii	Details and documentary proof required against qualification criteria along with complete		



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	documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
i	Confirm that no Price disclosing files have been attached with unpriced/ technical bid		
4.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.		
5.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.		
6.0	Confirm that the price part of E-bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, digitally signed on each page separately		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
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**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS
NEGATIVE OR INADEQUATE**

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

This is to certify that M/s (name of the bidder with address)
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for Bhagyanagar Gas's RFQ/Tender no.
..... dated for(Name
of the supply) and as per the terms of the said RFQ/Tender they have to furnish a certificate from
their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability
of line of credit to M/s (name of the bidder) for at least an amount of Rs.
_____ / USD _____.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores and the
undersigned is authorized to issue this certificate.

Yours Truly,

For _____
(Authorized Signatory)
Name of the Signatory:
Designation:
Registration No.

Stamp of Bank

**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
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**THIS CERTIFICATE IS TO BE SUBMITTED ON THE LETTER HEAD OF CHARTERED
ACCOUNTANT/CPA
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

1. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

2. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year
	Amount (Currency)
1. Net Worth	

3. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions**

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN :



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.
7. Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

**BHAGYANAGAR GAS LIMITED****CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES****Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540****F-15****BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

Sub:

Tender no:

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	Bhagyanagar Gas's REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No.8.1 of ITB.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES**

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E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Bhagyanagar Gas Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Bhagyanagar Gas Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



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F-17 INTEGRITY PACT

INTRODUCTION:

BGL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact to ensure that all activities and transactions between the Company (BGL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



BHAGYANAGAR GAS LIMITED

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ANNEXURE-1

Bidder is required to sign the Integrity Pact with BGL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BGL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BGL's confidential information to any third party unless specifically authorized by BGL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Vigilance Authorities of BGL:
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any BGL associate.
- f) The Counterparty shall not make any false or misleading allegations against BGL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL/ BGL/HPCL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGL shall be entitled to terminate the Contract. BGL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) BGL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until BGL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, BGL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between M/s Bhagyanagar Gas Limited (BGL) (here-in-after referred to as “Principal ”).
AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for **SUPPLY OF PE PIPES FOR CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA & KAKINADA.**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in



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exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL/ BGL /HPCL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored /



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recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 – Deleted



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Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Hyderabad. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

Note:

Please ensure complete name of bidder's organization is filled at Page 1 and witnesses' name with due signature are done prior to submitting with offer.



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**CITY GAS DISTRIBUTION PROJECT
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**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
GUARANTEE / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
India

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Bhagyanagar Gas Limited having registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad (herein after called the “Bhagyanagar Gas” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Bhagyanagar Gas Limited, in case of default.

The said M/s. _____ 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 _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES

Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



- made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Bhagyanagar Gas Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the supplier / contractor to Bhagyanagar Gas in such manner as Bhagyanagar Gas may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
- 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 order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
- 3 Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
- 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 supplier/contractor 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.
- 5 This guarantee shall be irrevocable and shall remain valid upto _____ **(this date should be 90 days after the expiry of defect liability period/ Guarantee period)** _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by Bhagyanagar Gas in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform



BHAGYANAGAR GAS LIMITED

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the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by Bhagyanagar Gas. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (supplier / contractor) on whose behalf this guarantee is issued.

- 6 Bank also agrees that Bhagyanagar Gas at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that Bhagyanagar Gas may have in relation to the supplier's/contractor's liabilities.
- 7 The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by Bhagyanagar Gas. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Hyderabad.
- 8 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
- 9 We have power to issue this guarantee in your favor 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
Authorized to sign on behalf of the
Bank



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INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

- 1 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State where executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
- 2 The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 3 A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 4 Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued
- 5 If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
- 6 Bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas Limited directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Bhagyanagar Gas Limited.



BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT SUPPLY OF PE PIPES

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PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)

- 1) Bhagyanagar Gas Limited reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. 33(3)/2013-IPHW dated 22.05.2015.

A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL www.deity.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the Tender Documents.

- 2) Accordingly, domestic manufacturer shall be asked to provide following confirmation/undertaking/documents along with the Bid:-
 - a) An undertaking that the products meet all the technical specifications as per Form-1.
 - b) Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product. The responsibility of correctness of Affidavit of self-certification shall be that of the Bidder when asked to do so.
 - c) Documents/ certifications to ensure security and quality.
 - d) Undertaking that the Domestic manufacture shall be able to manufacture required quantity in stipulated time frame.
- 3) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:-
 - a) The electronic products for which preference will be provided to domestic manufacturers shall be
 - b) The quantity of procurement for which preference will be provided to domestic manufacturers shall be _____%.
 - c) Percentage of domestic value addition which qualifies the electronic product to be classified as domestically manufactured shall be _____%.
 - d) The preference to DMEP shall be subject to meeting technical specifications and matching rate of L1 Bidder.



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- 4) Domestic manufacturers are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their Bid in the following format:-

Item No	Item Description	Manufacturer / Supplier	Country of Origin	Value	Domestic Value Addition in Percentage	Value in
1.						

- 5) Bidders claiming to Bid in the status of domestic manufacturer are required to give an undertaking in the format as given at Form 1. The procedure for certification and assessment of the Domestic Value Addition shall be as per relevant notifications and guidelines in this regard. Furnishing of false information on this account shall attract penal provisions as per procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice.
- 6) Procedure for award of contracts involving procurement from domestic manufacturers: “For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said Bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 Bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the Tender Document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value”. Only those domestic manufacturers whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.
- 7) In case of turnkey/ system-integration projects, eligibility of a bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified DMEPs i.e. forming part of the turnkey/system-integration project and not on the value of whole project.



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FORM 1

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product on Rs. 100/- Stamp Paper

Date:

I.....S/o, D/o, W/odo hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. 8(78)/2010-IPHW dated 10.02.2012 and Notification No. 33(3)/2013-IPHW dated 23.12.2013.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority or auditors accredited by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government Tender for a period of 36 months. In addition, I will bear all costs of such an assessment. Further, Action shall also be initiated as per the provisions contained Procedure for action in case of Corrupt /Fraudulent/ Collusive/Coercive Practice.

That I have complied with all conditions referred to in the Notification(s) in this regard, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Electronic Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer



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- vii. Sale price of the product
- viii. Ex-factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the electronic product
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



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Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section 1.1 of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer clause no. D of Section 1.1 of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, AFFIDAVIT / CERTIFIED DOCUMENTS FOR PURCHASE PREFERENCE POLICY(S), ETC.

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as specified in tender document. Hence, we are submitting the self-certified documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc (wherever applicable).

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as per tender provisions after normalization of situation.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Name of Bidder:

Seal:

Annexure-I

INSTRUCTIONS TO BIDDER FOR PARTICIPATING IN E-TENDERING:

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal www.tenderwizard.com/MECON using their digital signature & registered used ID. The tender should be submitted online on our e-Tendering portal only.

Please visit e procurement web portal i.e. www.tenderwizard.com/MECON

Bidders are advised to go to “Support” section available at left hand side on home page where detailed procedure for submission of bids is available.

Below mention support topic available in support section:-

1. User Manual
2. Verify Browser PKI Setting
3. E-Payment for DSC (Vendors only)
4. System Requirement

Bidders may refer these and submit bid.

Notes:

- I. Bidders are advised to ensure that their bids are uploaded in e-Tender system well before the closing date and time of bid submission by pressing “Submit” button. It has been seen that bidder who try to upload his bid at the last moment often failed because of last minute unforeseen reasons. Therefore, bidders are requested to upload & submit all documents (Technical/Un-Priced Bid and Priced Bid) well in advance and refrain from submitting their bid at the last moment. Once bid is submitted successfully, bidders shall receive a system generated acknowledgement and response on their registered E-mail Id confirming successful submission of bid.
- II. MECON or MECON’s client or ITI Limited shall not be responsible for any failure on the part of the bidder in submission of Bid.
- III. Demo Session/ practice of e-tendering portal shall be arranged by M/s ITI Limited, on request. Interested bidders may directly approach ITI Limited.
- IV. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. No Manual/Hard copy of bid is acceptable. Bids submitted manually shall be rejected.
- V. Bid Sheets (Schedule of Rates (Price Bid)/ Schedule of Rates (Unpriced Bid)) must be downloaded only from www.tenderwizard.com/MECON for bid submission on the e-tender portal.

CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

UNDERTAKING ON LETTERHEAD

To,
M/s Bhagyanagar Gas Limited

SUB:

TENDER NO: (

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (*Name of Bidder*) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered with the Competent Authority. []
(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s _____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,

M/s Bhagyanagar Gas Limited

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (*Name of Bidder*) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

DECLARATION FOR BID SECURITY

To,

M/s Bhagyanagar Gas Limited

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s _____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of M/s BGL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the M/s BGL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Annexure- C

**UNDERTAKING REGARDING SUBMISSION OF CONTRACT
PERFORMAMNCE SECURITY/SD WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)**

To,

M/s Bhagyanagar Gas Limited

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place
Bidder]
Date

[Signature of Authorized Signatory of

Name:
Designation:
Bidder Name:
Seal:

Annexure - D

UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
(to be submitted on letter head along with documents for release of payment)

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan, Basheer Bagh, Hyderabad - 500004, India

SUB:

FOA/PO/WO No.

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
(ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by BGL as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to BGL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant(both for E-invoicing cases and non-E-invoicing cases), then BGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Bidder Name:
Seal:

Annexure

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (√) Whichever is Applicable	:	<table border="1"><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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PART-II – CONDITIONS OF CONTRACT



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Section 2

GENERAL CONDITIONS OF CONTRACT – GOODS (GCC - GOODS)

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General Conditions of Contract-GOODS

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1	Definitions	<p>In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:</p> <p>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.</p> <p>1.1 CONSULTANT <i>[if engaged]</i> shall mean M/s Mecon Ltd. having its registered office at Bengaluru. The term consultant includes successors, assigns of M/s Mecon Ltd.</p> <p>1.2 CONTRACT shall mean Purchase Order / Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.</p> <p>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.</p> <p>1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.</p> <p>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.</p> <p>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.</p> <p>1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.</p> <p>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.</p> <p>1.9 FINAL ACCEPTANCE shall mean the</p>
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		<p>PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.</p> <p>1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.</p> <p>1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.</p> <p>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.</p> <p>1.13 PURCHASER shall mean M/s Bhagyanagar Gas Limited (BGL) having its registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004. The term PURCHASER includes successors, assigns of Bhagyanagar Gas.</p> <p>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.</p> <p>PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.</p> <p>Quantities – Bills of quantities</p> <p>Bills of quantities</p> <p>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.</p> <p>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.</p>
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		<p>1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.</p> <p>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.</p> <p>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.</p>
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2	Seller To Inform	2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
3	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	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	Scope of Contract	<p>5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5.5 The documents once submitted by the SELLER shall</p>



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		<p>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.</p> <p>5.6 All dimensions and weight should be in metric system.</p> <p>5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.</p> <p>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.</p> <p>5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.</p> <p>5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.</p>
6	Standards	<p>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.</p>
7	Instructions, Direction & Correspondence	<p>7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and</p>



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		<p>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.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>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.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.</p>
8	Contract Obligations	<p>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.</p> <p>8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.</p>
9	Modification In Contract	<p>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.</p> <p>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.</p>



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10	Use of Contract Documents & Information	<p>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.</p> <p>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.</p>
11	Patent Rights, Liability & Compliance of Regulations	<p>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.</p> <p>11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.</p> <p>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.</p> <p>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.</p>
12	Performance Guarantee	<p>12.1 Within 30 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER</p>



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		<p>shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.</p> <p>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.</p> <p>12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.</p> <p>12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.</p>
13	Inspection, Testing & Expediting	<p>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.</p> <p>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.</p> <p>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</p>



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		<p>meet Specifications' requirements, free of cost to the PURCHASER.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).</p> <p>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.</p> <p>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.</p> <p>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</p>
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		<p>whether a preliminary or final test is to be carried out.</p> <p>13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.</p> <p>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.</p> <p>13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.</p> <p>13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.</p> <p>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.</p>
14	Time Schedule & Progress Reporting	<p>14.1 Time Schedule Network/Bar Chart</p> <p>14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.</p> <p>14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all</p>



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		<p>main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.</p> <p>14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.</p> <p>14.1.4 The time schedule network/bar chart shall be updated at least every second month.</p> <p>14.2 Progress Trend Chart/Monthly Report</p> <p>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.</p> <p>14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.</p> <p>14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.</p> <p>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.</p> <p>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.</p> <p>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</p>
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		<p>incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.</p>
15	Delivery & Documents	<p>15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.</p> <p>15.2 Delivery shall be deemed to have been made:</p> <ul style="list-style-type: none"> 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). <p>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.</p> <p>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.</p> <p>15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.</p> <p>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.</p> <p>15.7 The additional copies of final drawings and instructions will be included in the package of goods,</p>



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		properly enveloped and protected.
		15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
16	Transit Risk Insurance	<p>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.</p> <p>16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements:</p> <p>Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BHAGYANAGAR GAS.</p> <p>Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BHAGYANAGAR GAS.</p> <p>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 each equipment.</p> <p>16.3 PURCHASER's Insurance Agent : [The name and address-as mentioned under SCC]</p>
17	Transportation	<p>17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p> <p>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</p>



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		included in the Contract price.
18	Incidental Services	<p>18.1 The Seller may be required to provide any or all of the following services:</p> <p>18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:</p> <p>18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:</p> <p>18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.</p> <p>18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.</p> <p>18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.</p> <p>18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.</p> <p>18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.</p>
19	Spare Parts, Maintenance Tools, Lubricants	<p>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.</p> <p>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</p> <p>19.1.2 In the event of termination of production of the spare parts:</p> <p>i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed</p>



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		<p>requirements, and</p> <p>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.</p> <p>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 :</p> <p>19.2.1 The construction, execution and commissioning.</p> <p>19.2.2 2 years operation and maintenance.</p> <p>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.</p> <p>19.4 Type and sizes of bearings shall be clearly indicated.</p> <p>19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.</p> <p>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.</p> <p>19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.</p> <p>19.8 Lubricants</p> <p>19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.</p> <p>19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.</p> <p>19.8.3 Seller shall indicate various equivalent lubricants available in India.</p>
20	Guarantee	<p>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</p>



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		<p>Contract.</p> <p>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 fulfill in all respects all operating conditions, if any, specified in the Contract.</p> <p>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 fulfill the foregoing guarantees.</p> <p>PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.</p> <p>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</p>
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		<p>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.</p> <p>20.2 PERFORMANCE GUARANTEE OF EQUIPMENT</p> <p>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.</p> <p>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.</p> <p>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 fulfill 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.</p>
21	Terms of Payment	<p>21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>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.</p> <p>21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>21.4 Payment will be made in the currency or currencies</p>



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		<p>in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.</p> <p>General Notes:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects. 4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder. 5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted. 6. No interest charges for delay in payments, if any, shall be payable by PURCHASER. 7. 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 alongwith invoicing itself. 8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on
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		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.
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	<p>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:</p> <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; or ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. <p>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.</p>



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26	Price Reduction Schedule For Delayed Delivery	<p>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.</p> <p>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.</p> <p>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.</p> <p>26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.</p> <p>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.</p>
27	Rejections, Removal of Rejected Equipment & Replacement	<p>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.</p> <p>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</p>



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		<p>from elsewhere at SELLER's cost and risk.</p> <p>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.</p> <p>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.</p> <p>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).</p>
28	Termination of Contract	<p>28.1 Termination for Default</p> <p>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:</p> <p>A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or</p> <p>B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and</p> <p>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.</p> <p>28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.</p> <p>28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BHAGYANAGAR</p>



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		<p>GAS LIMITED Against any type of tender nor their offer will be considered by BHAGYANAGAR GAS against any ongoing tender (s) where contract between BHAGYANAGAR GAS and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by BHAGYANAGAR GAS LIMITED to such VENDOR.</p> <p>28.2 Termination for Insolvency 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.</p> <p>28.3 Termination for Convenience 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective. 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt: a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.</p>
29	Force Majeure	<p>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.</p> <p>The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or</p>



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		<p>statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>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.</p> <p>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.</p>
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30	Resolution of Disputes/Arbitration	<p>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.</p> <p>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.</p> <p>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 Hyderabad.</p> <p>30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (BHAGYANAGAR GAS LIMITED) 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.</p> <p>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.</p> <p>The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Hyderabad, India.</p> <p>Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters</p>
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		<p>relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Hyderabad (India).</p> <p>Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.</p> <p>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.</p>
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	<p>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.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
33	Taxes & Duties	<p>33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.</p> <p>33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished</p>



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		<p>products shall be reimbursed by PURCHASER.</p> <p>33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.</p> <p>33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.</p>
34	Books & Records	<p>34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.</p>
35	Permits & Certificates	<p>35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses 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.</p>
36	General	<p>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.</p> <p>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.</p> <p>36.3 Recovery of sums due</p>



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		<p>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.</p> <p>36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.</p> <p>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)</p> <p>36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.</p>
37	Import License	37.1 No import license is required for the imports covered under this document.
38	FALL CLAUSE	<p>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.</p> <p>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</p>



Bhagyanagar Gas Ltd.



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SUPPLY OF PE PIPES**

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		<p>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.</p> <p>The above stipulation will, however, not apply to:</p> <ul style="list-style-type: none"> 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. <p>38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith 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 BHAGYANAGAR GAS under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the BHAGYANAGAR GAS under the order."</p> <p>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.</p>
39	Publicity & Advertising	<p>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.</p>
40	Repeat Order	<p>40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.</p>
41	Limitation of Liability	<p>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</p>

 <p>Bhagyanagar Gas Ltd.</p>	<p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF PE PIPES</p> <p>Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540</p>	 <p>मेकॉन ISO 9001 Company</p>
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		<p>be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.</p>
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SECTION – 3

SPECIAL CONDITIONS OF CONTRACT – GOODS (SCC - GOODS)



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Special Conditions of Contract (SCC)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

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. Similarly, provisions of Technical Specifications shall over-ride any such provisions mentioned in SCC & GCC.

1. SCOPE OF SUPPLY

- 1.1 Seller's scope shall include (a) manufacturing of above mentioned items as per Material Requisition technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Transit Insurance, Loading on truck/trailer including and Unloading of PE PIPES at Bhagyanagar Gas's store/site.
- 1.2 **Cost of engaging TPI inspector will be in the scope of the bidder.** TPI Inspector will be responsible for continuous inspection service during all stages of the production and ensure delivery of the MDPE as per the Tender Requirement.

Other than the above TPI agency, BGL / MECON may also carry out stage inspection. Under such circumstances, successful bidder shall inform to BGL/MECON 7 working days prior to the date of inspection.

TPI agencies to be considered from following parties:

1. Lloyd Register of Industrial Services
2. Technische Ulierwachungs Verein(TUV)
3. Det Norske Veritas (DNV)
4. AB-Vincotte
5. Bureau Veritas
6. SGS
7. American Bureau Services
8. Velosi Certification Services
9. Certification Engineers International Limited(CEIL)
10. Dr. Amin Controllers Pvt. Limited
11. International Certification Services Limited
12. BVQI
13. TUV SUD South Asia Limited

In case successful tenderer proposes to engage any party other than the agencies mentioned above, prior approval for the same has to be obtained from BGL/MECON. Such approval can be provided based on following criteria:

- 1.3 The proposed agency must have carried out inspection of min 150 km of PE pipeline as Third Party Inspector (TPI) in last seven years



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ISO 9001 Company

2. PACKING, MARKING AND SHIPMENT

2.1. The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. **Transit insurance shall be arranged by the supplier for the material in transit and copy of transit insurance policy shall be furnished by the supplier.**

Confirmation for FOA/PO number marking on the pipes, shall be obtained from client prior to marking.

3. EVALUATION AND COMPARISON OF BIDS WILL BE AS PER SECTION 1.2.

4. DELIVERY SCHEDULE

4.1 All goods under the scope of the seller shall be as given below:

The Contract will be valid for a period of 12 months from the date of Fax of Acceptance (FOA).

Item Description	Completion period
Manufacture, Inspection, Testing, Supply (on FOT Site basis) including packaging forwarding, transportation, etc.	25% of the total ordered quantity, irrespective of size and location, shall be delivered within 2 Months from date of FOA on FOT site basis. Balance 3 Lots, each Lot comprising of 25% of the total ordered quantity, within 2 months from the date of intimation / release order.

4.2 The basis of delivery will be FOT site, Hyderabad, Vijayawada & Kakinada basis.

4.3 BGL reserves the right to change the delivery locations within the three cities at the time of despatch to site.

5. DESPATCH INSTRUCTIONS

5.1. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

5.2. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

6.1. It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

7. LIEN

7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own



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cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. DELETED

9. REJECTION

9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER.

10. LIMITATION OF LIABILITY

10.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. DELETED

12. GOVERNING LAW

12.1. Laws of India will govern the Agreement and Hyderabad courts will have exclusive jurisdiction on all matters related to Agreement.

13. OWNER'S RIGHTS AND REMEDIES

13.1. Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to makeup the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

14. GUARANTEE

14.1 Shall be as per GCC clause no. 20

15. PRICE REDUCTION SCHEDULE (PRS)

15.1. In case of delay in delivery of PE PIPES beyond the contractual delivery period PRS will be applicable. PRS will be @ $\frac{1}{2}$ % (half percent) per complete week of delay or part thereof for the unsupplied portion of that particular delivery LOT, subject to maximum of 5% of the total order value.

15.2. For PRS purpose the date of delivery at FOT site, Hyderabad, Vijayawada & Kakinada basis will be considered.

15.3. The value referred in PRS clause is excluding GST.

15.4. PRS is the reduction in the consideration/contract value for the goods/services covered under this contract. In case of delay in supply/ execution of the contract, the supplier/contractor/service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If the supplier/ contractor/ service provider has raised the invoice for the full value, then the



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Bid Document No.: MEC/23VX/01/51/D2/T06/SU/6540



supplier/contractor/service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

15.5. In such cases, if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BHAGYANAGAR Gas will release the payment to supplier/ contractor/ service provider after giving the effect of the PRS clause with the corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

15.6. In case any financial implication arises on BHAGYANAGAR Gas due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. BHAGYANAGAR Gas shall be entitled to deduct /setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BHAGYANAGAR Gas in future to the Supplier/Contractor under this contract or under any other contract.

16. TERMS AND MODE OF PAYMENT

16.1. The terms and mode of payment shall be as per Section III C.

17. REPEAT ORDER

CLAUSE NO. 40.1 OF GCC (GOODS) SHALL BE MODIFIED TO THE FOLLOWING EXTENT:-
"PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original quantity without any change in unit price or other terms and conditions."

18. DELETED

19. FALL CLAUSE

Fall Clause under Clause 38 of Bhagyanagar Gas's GCC Goods stand deleted.

20. QUALITY ASSURANCE/QUALITY CONTROL

20.1. The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for the various supplies for approval of BHAGYANAGAR GAS/ MECON.

20.2. The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

20.3. The Purchaser, while agreeing to a quality assurance plan shall mark the stages for witness of Tests, review at any or all stages of work at shop/site as deemed necessary for quality assurance.

21. PURCHASE AGAINST EXISTING RATE CONTRACT:

BGL reserves the right to place order up to maximum 50% of the original quantity, during currency of Rate contract, on the Supplier on whom the order was originally placed, on the same terms and conditions of the original order. This shall be in addition to quantities ordered earlier & such order can be resorted for any city.

22. FORCE MAJEURE (FOR COVID-19) : Shall be as Per Government of India Guide Lines.



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SUPPLY OF PE PIPES**

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SECTION – III C

PAYMENT TERMS AND MODE OF PAYMENT



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF PE PIPES**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6530



23. TERMS OF PAYMENT

The following shall be read in conjunction with Clause no. 21 of GCC (Goods)

1.1 SUPPLY:

1.1.1 100 % (Hundred percent) payment of the supplied portion along with freight including taxes & duties will be paid on receipt & acceptance of goods at FOT site after adjustment of PRS, if any along with submission of following documents: -

- i) Invoice in triplicate in compliance with GST law in force
- ii) Inspection Release note by Owner or his appointed or approved agency.
- iii) Original GR / LR
- iv) Packing List

For FINAL BILL, following documents are to be provided:

- v) No Claim Certificate
- vi) Statement of Completion
- vii) Extended BG period, in case supply is delayed beyond contractual time period

Note: Documents related to point no. v) and vi) shall be submitted in company letter head duly signed and stamped.

24. MODE OF PAYMENT

24.1. Payment will be released through E-payment as detailed in clause 20 of Section 1.

25. For Price Reduction Schedule (PRS) refer clause no. 15 of SCC.

4 DEDUCTION AT SOURCE

4.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

4.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

5 PAYING AUTHORITY:

In-charge (Finance)
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

{A joint venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd.}
HYDERABAD (INDIA)

CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA & KAKAINADA

BID DOCUMENT FOR SUPPLY OF PE PIPES (1 YEAR ARC)

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: **MEC/23VX/01/51/D2/T06/SU/6540**



VOLUME – II OF II



**PREPARED AND ISSUED BY
MECON LIMITED**

(A Govt. of India Undertaking)
Bengaluru, India

May 2021

 <p>Bhagyanagar Gas Ltd.</p>	<p>BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT AT HYDERABAD/VIJAYAWADA/KAKINADA SUPPLY OF PE PIPES Bid Doc. No.: MEC/23VX/01/51/D2/T06/SU/6540</p>	 <p>MECON Limited ISO 9001 Company</p>
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Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

CITY GAS DISTRIBUTION PROJECT AT
HYDERABAD/VIJAYAWADA/KAKINADA

SUPPLY OF PE PIPES

Bid Doc. No.: MEC/23R8/01/51/D2/T03/SU/6540



MECON Limited



SECTION – I

MATERIAL REQUISITION

(MR No.: MEC/23VX/01/31/03/PE/A003/R00)

Project : Procurement PE Pipes for City Gas Distribution project
City : Hyderabad/Vijayawada/Kakinada
Client : M/s Bhagyanagar Gas Limited
Items : PE PIPES

Sl. No.	Description					
	Polyethylene Pipe, conforming to MECON's TS No. MEC/23VX/01/31/03/PE/A004/R00 for Polyethylene Pipe of following sizes, grades & specifications as indicated below :					
	Size (OD) mm	Grade of Material	Minimum Wall Thickness (mm)	Standard Dimensions Ratio (SDR)	Total Quantity (Mtrs.)	Destination
1.1	φ 125	PE-100	11.4	11	6,000	Hyderabad
1.2					0	Vijayawada
1.3					0	Kakinada
1.4	TOTAL of 125 (OD) mm				6,000	
2.1	φ 63	PE-100	5.8	11	50,000	Hyderabad
2.2					10,000	Vijayawada
2.3					20,000	Kakinada
2.4	TOTAL of 63 (OD) mm				80,000	
3.1	φ 32	PE-100	3.0	11	1,25,000	Hyderabad
3.2					85,000	Vijayawada
3.3					85,000	Kakinada
3.4	TOTAL of 32 (OD) mm				2,95,000	
4.1	φ 20	PE-100	3.0	11	0	Hyderabad
4.2					15,000	Vijayawada
4.3					35,000	Kakinada
4.4	TOTAL of 20 (OD) mm				50,000	

 <p>Bhagyanagar Gas Ltd.</p>	<p>BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT AT HYDERABAD/VIJAYAWADA/KAKINADA SUPPLY OF PE PIPES Bid Doc. No.: MEC/23R8/01/51/D2/T03/SU/6540</p>	 <p>ISO 9001 Company MECON Limited</p>
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SECTION – II

TECHNICAL SPECIFICATION

(TS No. : MEC/23VX/01/31/03/PE/A004/R00)

1.0 INTENT OF SPECIFICATION



The intent of this specification is to establish minimum requirements to manufacture and supply of Polyethylene Pipes used for supply of natural gas.

2.0 SCOPE OF WORK

The scope of the tenderer will include manufacture, supply, inspection, testing, marking, packaging, handling and despatch of polyethylene pipe of grade & thickness as indicated in the Material Requisition & Price Schedules, meeting all the requirements as laid down in IS:14885 (Latest Edition) (Specification for Polyethylene Pipes for the supply of gaseous fuels), including those for material used, dimensions, surface finish, performance, test sampling/ frequency/ conformity, marking etc.

2.2 All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

2.3 The purchaser reserves the right to Pre-pone or Postpone the delivery. Delivery period of the Pipe quantity which is preponed, will be considered 45 days and for the Pipe quantity which is postponed, it will be considered 60 days from the date of intimation or date of giving production clearance, whichever is later.

 <p>Bhagyanagar Gas Ltd.</p>	<p>BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT AT HYDERABAD/VIJAYAWADA/KAKINADA SUPPLY OF PE PIPES Bid Doc. No.: MEC/23R8/01/51/D2/T03/SU/6540</p>	 <p>ISO 9001 Company MECON Limited</p>
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3.0 INSTRUCTION TO THE TENDERER

3.1 Length of the ordered MDPE Pipes and their supply will be as per following:-

- 20mm OD - In each Coils of 100 mtrs. length
- 32mm OD - In each Coils of 100 mtrs. length
- 63mm OD - In each Coils of 100 mtrs. Length
- 90mm OD - In each Coils of 100 mtrs. Length
- 125mm OD - In each Coils of 50 mtrs. length

3.2 Protection

- i) The ends shall be protected by proper end caps to prevent from shocks and ingress of the foreign body.
- ii) All the coils shall be wrapped with black PE film or PE woven fabric to prevent exposure to direct sun light.

3.3 The successful bidder shall submit following for approval of Purchaser/Consultant after placement of order

- a) The Quality Assurance Plan (QAP & Sampling Plan). A sample QAP is enclosed as **Annexure-A** for guidance.
- b) Certified test result of PE Compound (clause 5 of IS:14885)
- c) Performance Requirements (clause 8 of IS:14885)
- d) Type Test (clause 9.1.2 of IS:14885).

3.4 MARKING

The PE pipelines shall be designated as per IS: 14885 (Latest edition) and shall have the following details:-

Manufacturer/Trade Name, Designation, BSI marking, batch and lot number, Coil No. and meter marking.

The above marking information shall be printed using Inkjet printing in two sides of the pipe preferably having minimum lettering height of 5mm for pipes Ø63mm and below and 8mm for pipes Ø90mm and above. The above marking shall be repeated as per IS: 14885(Latest edition)

In addition to the above marking, pipes shall be permanently (impressed to a depth as per IS: 14885 (Latest edition)).

This Annexure -A is sampe QAP for PE Pipe supply to Gaseous fuel - Bid Reference No: MEC/23VX/01/51/D2/T06/SU/6540											
SAMPLE QUALITY ASSURANCE PLAN FOR PE PIPES FOR THE SUPPLY OF GASEOUS FUEL										ANNEXURE-A	
QUALITY ASSURANCE DEPARTMENT		Scope of Supply:			QAP NO.-- REV. NO.: 00; DATE: ----- MECON QAP NO.: 01/20/BGL/23VX/****/R**						
Name of Client : BGL Customer/Contractor:				FAO No.				Client Ref.No.:			
Project:											
Sl.No.	Component/ Operation	Type/Method of Check	Extent of Check	Equipment Used	Ref.Standard	Acceptance Norms	Format of Record	Agency			Remarks
								M	T	PMC	
A	RAW MATERIAL:										
(i)	Density	Review of TC	For each lot/batch of Raw material used	Electronic Balance	IS 7328: 1962 raw material mfr. Test Certificate	As per clause 8.3 of IS 14885:2001	RMTC	V/P	W	R	Review of Raw Material Test Certificate will be provided
(ii)	Melt Flow Rate	Review of TC		MFR Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001	RMTC	V/P	W	R	
(iii)	Thermal stability (OIT)	Review of TC		OIT Tester	IS 14885: 2001	As per clause 8.5 of IS 14885:2001	RMTC	V/P	W	R	
							RMTC	V/P	W	R	
(iv)	Pigment Dispersion	Review of TC		Dispersion Tester	IS 14885: 2001	As per clause 5.4 of IS 14885:2001	RMTC	V/P	W	R	
							RMTC	V/P	W	R	
(v)	Voatile Matter Content	Review of TC	Electronic Balance & Oven	IS 14885: 2001	As per clause 8.6 of IS 14885:2001	RMTC	V/P	W	R		
(vi)	Resistance to Gas Constituents	Review of TC	--	--	IS 14885: 2001	As per clause 5.5 of IS 14885:2001	RMTC	R	R	R	
B	In process Inspection										
1	Appearance										
(a)	Colour	Visual		Visual	The colour of the pipe shall be Orange	As per clause 4.4 of IS 14885:2001	Test Report	P	W	W/R	
(ii)	Melt Flow Rate	Review of TC		MFR Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001	RMTC	V/P	W	R	
(b)	Finish of the pipe	Visual		Visual	IS 14885: 2001	As per clause 7 of IS 14885:2001	RMTC	V/P	W	R	
			Test Report				P	W	W/R		

SAMPLE QUALITY ASSURANCE PLAN FOR PE PIPES FOR THE SUPPLY OF GASEOUS FUEL

QUALITY ASSURANCE DEPARTMENT		Scope of Supply:		QAP NO.-- REV. NO.: 00; DATE: ----- MECON QAP NO.: 01/20/BGL/23VX/****/R**						
Name of Client : BGL			Client Ref.No.:			FAO No.				
Customer/Contractor:										
Project:										
2	Dimension of pipe		Randomly As per Table 10 of IS:14885							
(a)	Outside Diameter	Measurement		P, Tape.Vernier Caliper	IS 14885: 2001	As per IS 14885:2001	Test Report	P	W	W/R
(b)	Wall Thickness	Measurement		Ball Ended Micrometer	IS 14885: 2001	As per IS 14885:2001 as per Table 4 & 5	Test Report	P	W	W/R
(c)	Ovality	Measurement		Vernier Caliper	IS 14885: 2001	As per IS 14885:2001	Test Report	P	W	W/R
3	Marking	Visual		Visual	IS 14885: 2001	Indelible marking by the Jet Printing as per clause 10 of IS 14885:20001 as given below	Test Report	P	W	W/R
4	Length	Measurement	As per PO	IS 14885: 2001	As agreed by the Purchaser as per clause 5.5 of IS 14885:2001	Test Report	P	W	W/R	
C	Final Inspection									
1	Colour	Visual	Visual	The colour of the pipe shall be Orange	As per clause 4.4 of IS 14885:2001	Test Report	P	W	W/R	
2	Finish of the pipe	Visual	Visual	IS 14885: 2001	As per clause 7 of IS 14885:2001	Test Report	P	W	W/R	
3	Dimension of pipe									
(a)	Outside Diameter	Measurement	P, Tape.Vernier Caliper	IS 14885: 2001	As per IS 14885:2001	Test Report	P	W	W/R	

SAMPLE QUALITY ASSURANCE PLAN FOR PE PIPES FOR THE SUPPLY OF GASEOUS FUEL

QUALITY ASSURANCE DEPARTMENT		Scope of Supply:		QAP NO.-- REV. NO.: 00; DATE: ----- MECON QAP NO.: 01/20/BGL/23VX/****/R**							
Name of Client : BGL			Customer/Contractor:				FAO No.		Client Ref.No.:		
Project:											
(b)	Wall Thickness	Measurement	As per Table 10 of IS:14885	Ball Ended Micrometer	IS 14885: 2001	As per IS 14885:2001 as per Table 4 & 5	Test Report	P	W	W/R	
(c)	Ovality	Measurement		Vernier Caliper	IS 14885: 2001	As per IS 14885:2001	Test Report	P	W	W/R	
4	Marking	Visual		Visual	IS 14885: 2001	Indelible marking by the Jet Printing as per clause 10 of IS 14885:20001 as given below	Test Report	P	W	W/R	
5	Length	Measurement		As per PO	IS 14885: 2001	As agreed by the Purchaser	Test Report	P	W	W/R	
6	Hydraulic Pressure resistance for 165 Hrs. @ 80°C (Plain Pipe)	Visual	As per Table 11 of IS:14885	Hydrostatic Pressure Tester	IS 14885: 2001	As per clause No.B.1 No failure or leakage for 165 Hrs. at 5.5MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	W	W/R	
7	Hydraulic Pressure resistance for 165 Hrs. @ 80°C (63mm dia and Above (Notched Pipe) Squeeze-On Test (Type Test)	Visual		Hydrostatic Pressure Tester	IS 14885: 2001	As per clause No.B.1 No failure or leakage for 165 Hrs. at 4.8MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	W	W/R	
8		Visual		Hydrostatic Pressure Tester		As per clause No.8.9 No failure or leakage for 165 Hrs. at 4.8MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	R	R	Review internal Test Report
							Test Report	P	W	W/R	
9	Hydraulic Pressure resistance for 1000 Hrs. @ 80°C (Plain Pipe) (Type Test)	Visual		Hydrostatic Pressure Tester	IS 14885: 2001	As per clause No.B.1 No failure or leakage for 1000 Hrs. at 4.8MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	R	R	Review with RM supplier's to
10	Hydraulic Pressure resistance for 100 Hrs. @ 20°C (Plain Pipe) (Type Test)	Visual		Hydrostatic Pressure Tester	IS 14885: 2001	As per clause No.B.1 No failure or leakage for 100 Hrs. at 4.8MPa induced stress as per Table 7 of IS 14885:2001	Test Report	P	R	R	Review with RM supplier's to
11	Reversion	Measurement	Vernier Caliper & Oven	IS 14885: 2001	As per clause No.8.2 of IS 14885:2001 reversion shall not be greater than 3%	Test Report	P	W	W/R		
12	Density	Measurement	Electronic Balance	IS 7328: 1962 raw material mfr. Test Certificate	As per clause 8.3 of IS 14885:2001	Test Report	P	W	W/R		

SAMPLE QUALITY ASSURANCE PLAN FOR PE PIPES FOR THE SUPPLY OF GASEOUS FUEL

QUALITY ASSURANCE DEPARTMENT		Scope of Supply:		QAP NO.-- REV. NO.: 00; DATE: ----- MECON QAP NO.: 01/20/BGL/23VX/****/R**							
Name of Client : BGL Customer/Contractor: Project:				FAO No.				Client Ref.No.:			
13	Melt Flow Rate	Measurement	As per Table 11 of IS:14885	MFR Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001 Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
14	Pigment Dispersion	Visual		Dispersion Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001 Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
15	Thermal stability (OIT)	Measurement		OIT Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001 Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
16	Tensile yield strength	Measurement		Tension & Elongation Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001 Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
	Elongation at break	Measurement		Tension & Elongation Tester	IS 2530: 1963 raw material mfr. Test Certificate	As per clause 8.4 of IS 14885:2001 Change of MFR by processing shall not be more than 25%	Test Report	P	W	W/R	
17	Volatine Maner Content Thermal stability (OIT)	Measurement		Electronic Balance & Oven	IS 14885: 2001	As per clause 8.6 of IS 14885:2001	Test Report	P	W	W/R	
18	Resistance to Weathering	Review	--	--	ISO:16871/EN 921	As per Supplier's TC	Test Report	P	R	R	Review with RM supplier's to
19	Supply, packing, Handling and transportation of PE Pipe	Visual	--	--	--	All the Coils shall be wrapped with black PE film or PE woven fabric End cap shall be provided at both the ends of each coil to prevent from shocks and ingress of the foreign body	Test Report	P	R	R	
<p>Note: All pipes of same size, pressure rating & material grade manufactured essentially under similar process conditions shall constitute a lot. M - Manufacturer/ Customer. T - Third Party inspection Agency. PMC - Project Management Consultant. R - Doc. Review. P - Perform. W - Witness. V - Verification of Documents. 1. All instrument used for testing measurement shall be vslibrated and calibration certificate shall be submitted at the time of inspection. 2. All type test shall be reviewed with the material supplier's test certificates. 3. Anti-Oxidant & UV Stabilizer content shall be reviewed with raw material supplier's MTC. 4. Marking on the pipe 5. All the external labs if used for testing shall be NABL accredited. 6. TPIA shall check the material while opening and the raw material shall be loaded in the hopper in their presence. Additionally BGL reserves right to inspect randomly to review the record prior to giving clearance for dispatch.</p>											
Prepared By			Reviewed & Issued By			Approved By:					



BHAGYANAGAR GAS LIMITED- CITY GAS DISTRIBUTION PROJECT AT HYDERABAD/VIJAYAWADA/KAKINADA
SUPPLY OF PE PIPES
Bid Doc. No.: MEC/23VX/01/51/D2/T06/SU/6540



PRICE SCHEDULE

Name of the SUPPLIER/CONTRACTOR

PROJECT : CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

ITEM : SUPPLY OF PE PIPES (ANNUAL RATE CONTRACT (ARC) FOR PERIOD OF ONE YEAR)

Tender document no. MEC/23VX/01/51/D2/T06/SU/6540 dated 26.05.2021

CLIENT : Bhagyanagar Gas Limited

Item Nos.	Description	Location / CITY	QTY (Mtrs)	Harmonized System Nomenclature (HSN) code	Unit Price (INR)						Total FOT - delivered at site, price per unit including Packing & forwarding, GST, Inland transportation charges, transit insurance, unloading, stacking etc.	
					Unit Ex-works Price including Packing & Forwarding but excluding Inland Transportation upto FOT site	Unit Inland transportation charges upto FOT delivered at site including transit insurance, unloading & stacking at site etc. & other costs incidental to delivery of goods	GST (CGST& SGST/UTGST or IGST) on the finished goods and inland transportation etc. Applicable on Col. (6 +7)		Unit FOT - delivered at site, price per unit including Packing & forwarding, GST, Inland transportation charges, transit insurance, unloading, stacking etc.		Amount (INR)	Amount in words (INR/Mtr.)
							(INR/Mtr.)	(INR/Mtr.)	%	(INR)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (a)	(8) (b)	(9) = (6 + 7 + 8(b))	(10)	(11) = (4 x 9)	(12)
A	Supply of Polyethylene Pipe, conforming to MECON's Technical Specification for Polyethylene Pipe of following sizes, grades & specifications as indicated below :											
1.0	Size (OD) mm-125, Grade of Material-PE-100, Minimum Wall Thickness (mm)- 11.4, Standard Dimensions Ratio (SDR)-11	Hyderabad	6,000					0.00	0.00			-
1.1	Total Price of 125 (OD) mm	-	6,000									-
2.0	Size (OD) mm-63, Grade of Material-PE-100, Minimum Wall Thickness (mm)-5.8, Standard Dimensions Ratio (SDR)-11	Hyderabad	50,000					0.00	0.00			-
		Vijayawada	10,000					0.00	0.00			-
		Kakinada	20,000					0.00	0.00			-
2.1	Total Price of 63 (OD) mm	-	80,000									-
3.0	Size (OD) mm-32, Grade of Material-PE-100, Minimum Wall Thickness (mm)-3.0, Standard Dimensions Ratio (SDR)-11	Hyderabad	1,25,000					0.00	0.00			-
		Vijayawada	85,000					0.00	0.00			-
		Kakinada	85,000					0.00	0.00			-
3.1	Total Price of 32 (OD) mm	-	2,95,000									-
4.0	Size (OD) mm-20, Grade of Material-PE-100, Minimum Wall Thickness (mm)-3.0, Standard Dimensions Ratio (SDR)-11	Hyderabad	0					0.00	0.00			-
		Vijayawada	15,000					0.00	0.00			-
		Kakinada	35,000					0.00	0.00			-
4.1	Total Price of 20 (OD) mm	-	50,000									-

Note:

- 1 The Bidder to indicate the Harmonized System Nomenclature (HSN) code against each item.
- 2 The quoted rate / price is inclusive of TPI charges who shall be appointed by Manufacturer
- 3 Refer TIME OF COMPLETION clause no. 4 of SCC.
- 4 If any of the above is left blank, the same will be considered as included in the Total amount.
- 5 Basis of evaluation and placement of order shall be on lowest FOT Site basis (refer SECTION-II)