



Bhagyanagar Gas Ltd.

**BHAGYANAGAR GAS LIMITED**  
(A JOINT VENTURE OF HPCL & GAIL)

**BID DOCUMENT FOR**

**Tender for Procurement of Fire Extinguishers for CGD & CNG Networks at Hyderabad, Vijayawada & Kakinada locations.**

**UNDER LIMITED DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/498/2020-21**

**VOLUME-I of II**



Bhagyanagar Gas  
Limited

**Procurement of Fire Extinguishers for CGD & CNG Networks at  
Hyderabad, Vijayawada and Kakinada Locations.**

VOLUME  
I OF II

**Bid Document No. BGL/498/2020-21**

**REQUEST FOR QUOTATION (RFQ)**

**BID DOCUMENT NO.: BGL/498/2020-21**

**Date: 10.06.2020**

To,

**Item : Procurement of Fire Extinguishers for CGD & CNG  
Networks at Hyderabad, Vijayawada & Kakinada  
Locations.**

**Due Date & Time : 26.06.2020 at 1500 hrs. (IST)  
of submission of bid**

**Date & Time of Opening : 26.06.2020 at 1600 hrs. (IST)  
Un-Price Bid**

**Address : Bhagyanagar Gas Limited  
2<sup>nd</sup> Floor, TSIDC Building  
Parishram Bhavan, Basheer Bagh,  
Hyderabad-500 004  
Ph No.: 040-23236983,6984  
Fax No.: 040-23245081  
E-mail: bonnyk.joseph@bglgas.com**

**Contact Person : Bonny K Joseph, Manager (C&P)**

**Validity of Offer : Minimum 3 months from the due date of submission of  
offer.**

**BID SECURITY DETAILS:**

**a) Bid Security Amount : Rs. 15,000/- (Rupees Fifteen Thousand Only)**

**b) Validity : Minimum 5 months for Bank Guarantee or 3 Months  
for DD from the due date of submission of offer.**

**Mode : Either in form of Account payee Demand Draft in  
favour of 'Bhagyanagar Gas Limited, payable at  
Hyderabad, Telangana state of India.**

**OR**

**In form of Bank Guarantee as detailed in tender  
document.**

**Note: Corrigenda, Addenda, Clarifications etc. if any to the above will be hosted only in  
BGL website. Bidders should regularly visit the website to keep themselves updated.**

**Gentlemen,**

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

2.0 Sealed tender under **Two-bid system** are invited for **Procurement of Fire Extinguishers for CGD & CNG Networks at Hyderabad, Vijayawada & Kakinada Locations**. Sealed tender along with Bid Security should reach Bhagyanagar Gas Limited, Hyderabad on or before the due date and time at the address given above. The bidder should type the Bid format (enclosed) in their own letter without altering/changing the content.

**3.0 SEALING & MARKING OF BIDS**

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

Bids should be submitted in sealed envelope super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced).

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

**Part - B** : **ONLY PRICE BID IN DUPLICATE (1 Original +1 Copy), WITH FULL PRICE DETAILS EXACTLY AS PER ‘SCHEDULE OF RATES’. NO OTHER DOCUMENT TO BE ENCLOSED as per Cut-Out Slip.**

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

The three SEALED envelopes, containing **Part-A, Part-B and Part - C** of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slip at Section 2 of this tender and shall bear the name and address of the bidder.

- 4.0 i) Bid documents are not transferable. Bid received from party other than to whom the tender document was issued, shall be rejected. Bid Document calls for offers on single point “Prime Bidder” responsibility basis. Bidders are therefore advised not to submit offers in “Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.
- ii) Order will be placed on the “Prime Bidder” alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. The status of

all other vendors as may be referred / identified by the Prime Bidder in the offer shall be that of sub-vendor/sub-supplier.

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

- 5.0 Bidder must furnish turnover details for the last three financial years along with their bid. It may please be noted that in case performance is not satisfactory, the offer is liable to be rejected.
- 6.0 Bidder shall ensure that Bid Security having a validity of **5 months** from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.
- 7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail bids shall be rejected.
- 8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever.
- 9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 10.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed. However date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.
- 11.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION / EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 12.0 BGL shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of Bids, including costs and expenses related with visits to the site.
- 13.0 If the bid due date happens to be a holiday in BGL, the next working day shall be considered for bid due date.
- 14.0 Offers sent without payment of requisite tender fee will be ignored straightaway.



Bhagyanagar Gas  
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**Procurement of Fire Extinguishers for CGD & CNG Networks at  
Hyderabad, Vijayawada and Kakinada Locations.**

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

Bhagyanagar Gas Limited,  
2nd Floor, Parishram Building  
TSIDC Building  
Basheerbagh  
Hyderabad – 500 004  
Ph : 040-23236983, Fax :040-23245081

In the event such written notice is not received at the aforementioned office within Seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

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

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,  
FOR AND ON BEHALF OF  
Bhagyanagar Gas Limited

Enclosure: Bid Document

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

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



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Bhagyanagar Gas Ltd.  
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**SECTION – 1**  
**BID EVALUATION CRITERIA**

**BIDDERS QUALIFICATION CRITERIA**

**1. BEC CRITERIA: TECHNICAL**

**1.1 The Bidder should have experience of supplying Fire Extinguishers items to any PSU or any Govt. or any reputed Private Organization in any of the previous 7 years ending as on the last date of bid submission.**

**1.2 The Bidder should have executed supply of Fire Extinguishers of value Rs. 1.20 Lacs or 24 nos of Fire Extinguishers in a single order in any of the previous 7 years ending as on the last date of bid submission.**

**1.3 Bidder must be a manufacturer/ dealer/ distributor/ business partner for supply of Fire Extinguisher of KANEX make.**

**Note:**

1. Following Documents are required to qualify above BEC criteria.
  - Bidders are required to submit attested/ notarized copy of Purchase Orders along with its proof of execution i.e. execution certificate / material delivery certificate/ proof of payment against the delivery / inspection note / goods received voucher against delivery etc. issued by client clearly establishing co-relation with the purchase order, towards meeting above criteria.
  - For being manufacturer, bidder is required to submit attested /notarized copy of registration certificate / NSIC / SSI certificate or any other manufacturing document having clearly mentioned that the bidder is the manufacturer. For being dealer/distributor/business partner, bidder must submit attested /notarized copy of authorized dealership/distributorship/business partnership certificate for supply of material directly issued by manufacturer valid as on date of tender opening. Attestation must be done by notarized by notary public (not Self Attested).
2. Job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for 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 payment 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 in the bidding documents to meet BEC.
3. In case, bidder is not meeting BEC of tender, technical bid shall be summarily rejected and will not be considered for evaluation.
4. Declaration form Manufacturer that vendor is approved Distributor/ Dealer of KANEX brand/ make Fire Extinguishers duly notarized.

**Evaluation and Award Criteria:**

- 1) Evaluation and award of contract shall done on least cost basis to L-1 party.**





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**SECTION – 2**  
**CUT OUT SLIPS**



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**(OUTER ENVELOPE)**

**DO NOT OPEN – THIS IS A QUOTATION**

**CLIENT : BHAGYANAGAR GAS LIMITED**

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

**BID DOCUMENT NO : BGL/498/2020-21**

**ITEM : Procurement of Fire Extinguishers for CGD &  
CNG Networks at Hyderabad, Vijayawada and  
Kakinada Locations.**

**DUE DATE & TIME : 26.06.2020 at 1500 HRS (IST)**

**TO**

**M/s Bhagyanagar Gas Limited  
2<sup>nd</sup> Floor, TSIDC Building,  
Parishram Bhavan,  
Basheer Bagh, Hyderabad,  
Telangana - 500004**

**Ph No.: +91-040- 23236983  
Fax No.: +91-040- 23245081  
Email: bonnyk.joseph@bglgas.com**

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

**NAME:**

**ADDRESS:**



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**PART – A**

**(Un Priced Bid)**

**CLIENT : BHAGYANAGAR GAS LIMITED**

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

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Telangana - 500004**

**Ph No.: +91-040- 23236983  
Fax No.: +91-040- 23245081  
Email: bonnyk.joseph@bglgas.com**

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

**NAME:**

**ADDRESS:**

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



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**Bid Document No. BGL/498/2020-21**

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**PART – B**

**(Priced Bid)**

**CLIENT : BHAGYANAGAR GAS LIMITED**

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

**BID DOCUMENT NO : BGL/498/2020-21**

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Basheer Bagh, Hyderabad,  
Telangana - 500004**

**Ph No.: +91-040- 23236983  
Fax No.: +91-040- 23245081  
Email: bonnyk.joseph@bglgas.com**

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

**NAME:**

**ADDRESS:**

**(To be pasted on the envelope containing “Price Bid of PART A SOR”)**



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**PART – C**

**(BID SECURITY)**

**CLIENT : BHAGYANAGAR GAS LIMITED**

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

**BID DOCUMENT NO : BGL/498/2020-21**

**ITEM : Procurement of Fire Extinguishers for CGD &  
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**TO**

**M/s Bhagyanagar Gas Limited  
2<sup>nd</sup> Floor, TSIDC Building,  
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Basheer Bagh, Hyderabad,  
Telangana - 500004**

**Ph No.: +91-040- 23236983  
Fax No.: +91-040- 23245081  
Email: bonnyk.joseph@bglgas.com**

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

**NAME:**

**ADDRESS:**

**(To be pasted on the envelope containing “BID SECURITY”)**



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**INSTRUCTION TO BIDDERS**

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**INSTRUCTIONS TO BIDDERS [ITB]**  
**(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))**

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/BGL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2. ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by BGL 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. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGL 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 and will be returned immediately to such bidders.

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

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is put on 'Holiday' by BGL 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 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 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is under any liquidation court receivership or similar proceedings 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 no.39 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.

2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

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.

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

**4 ONE BID PER BIDDER**

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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 Alternative Bids shall not be considered.

## **5 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, BGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

### **5.2 TENDER FEE**

5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque [in favor of **Bhagyanagar Gas Limited** payable at Hyderabad]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB . A Bid without requisite Tender Fee will be ignored straightaway.

5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE- 2012 and Clause 40 of ITB . The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4 In the event of a particular tender being cancelled, the tender fee (excluding GST thereupon, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.

## **6.0 SITE VISIT**

6.1 The Bidder is advised to visit and examine the site of works 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 job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer 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 Employer 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 Bidder shall not be entitled to hold any claim against BGL 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 DOCUMENTS**

**7 CONTENTS OF BIDDING DOCUMENTS**

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-II : Cut-out Slips
- Section-III : Instructions to Bidders [ITB]  
Annexure  
Forms & Format
- Section-IV : Agree Terms and Conditions
- Section-V : Forms & Format
- Section-VI : General Conditions of Contract [GCC]
- Section-VII: Special Conditions of Contract [SCC]
- Section-VIII: Technical Specification and Standards
- Section-IX : Drawings
- Section-X : Schedule of Rates

\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" 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 and may result in the rejection of his Bid.

**8 CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BGL in writing or by fax or email at BGL's mailing address indicated in the BIDS 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 due date of submission of bid in cases where pre-bid meeting is not held. BGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BGL may respond in writing to the request for clarification. BGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on BGL's tendering web site [<http://www.bglgas.com/> and Government Website] / communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BIDS for address) above is liable to be considered as "no clarification / information required".

**9 AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', 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 integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Employer, if consider 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.

### **[C] – PREPARATION OF BIDS**

#### **10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be 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.

#### **11. DOCUMENTS COMPRISING THE BID**

11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

##### **11.2. Envelope-I: Superscribing Techno-Commercial Un Price Bid (PART- A)**

11.2.1 Part – A: Techno-commercial / Un Priced bid and shall contain the following duly signed on each page.

- i. Covering letter.
- ii. Bidder's General Details/information
- iii. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. Bid Form and Appendix to Bid form as per F-2
- v. Bid security/EMD in accordance with Clause 16 of "ITB" shall be furnished in Original in the form of Banker's Cheque /Bank Draft payable to Bhagyanagar Gas Limited at Hyderabad or Bank Guarantee as per FORM F-3. (To be separately kept in envelope-III.)
- vi. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- vii. Details of similar work done and Specific experience during past seven years.
- viii. Annual Turnover details as called for in qualifying requirements as per FORM F-5(A).



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- ix. Compliance to Bid Requirement/Exception Deviation Statement as per Proposal FORM F-10.
- x. Details of PF Registration No as per the proposal FORM F-11.
- xi. Reply to Commercial Questionnaire/Agreed Terms & Conditions Section-4.
- xii. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced & Priced bid opening on specified dates and venue as per FORM F-12,13.
- xiii. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- xiv. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- xv. Technical details/documents as per bidding document.
- xvi. Any other information/ details required as per requirement of bidding documents.
- xvii. Copy of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**11.3. Envelope II: Super scribing "Price Bid - Not to open with Techno –Commercial Un Price Bid"-PART- B.**

The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions. 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.

- i) 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.
- ii) 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 Work and the same will be conclusive and binding on the bidder.
- iii) 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.
- iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid



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will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

- v) The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.
- vi) 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 BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

**11.5.1 Envelope III - Part- C:** Super scribing “Bid Security” - shall contain Bid Security in original of requisite amount as per RFQ. Bidders are required to submit the EMD 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 in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

## **12 SCHEDULE OF RATES / BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special Conditions of Contract (“SCC”) or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions and SOR.
- 12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but



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before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

**13 GST (CGST & SGST/UTGST or IGST)**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) 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.

Beyond the contract period, in case BGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BGL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BGL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government





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Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

13.5 Where the BGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/BGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where the BGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/BGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

13.7 BGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 In case BGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not



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attributable to BGL or ITC with respect to such payments is not available to BGL for any reason which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier.

- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST)** there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.

**13.10 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 of Goods / Services may note the above and quote their prices accordingly.

- 13.11 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 BGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BGL.

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

**14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15 BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGL 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

EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

## **16 EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Bhagyanagar Gas Limited (BGL)** payable at place mentioned in bid document] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F-3 (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' or '**Letter of Credit**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The EMD is required to protect BGL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.3 BGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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.

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

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD 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 Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (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 acknowledge receipt of the “Notification of Award” / Fax of Acceptance [FOA]”,
- (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
- (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/ Dealers/ Distributors/ Stockiest/ Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

## **17 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 address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

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 and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BGL e-tendering 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", 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 FORMAT AND SIGNING OF BID**

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] 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 unamended 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.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 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. BGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, 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 to not to take any deviation/exception to the terms and conditions laid 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:
- Firm Price
  - Earnest Money Deposit / Bid Security
  - Specifications & Scope of Work
  - Schedule of Rates / Price Schedule / Price Basis
  - Duration / Period of Contract/ Completion schedule
  - Period of Validity of Bid
  - Price Reduction Schedule
  - Contract Performance Security
  - Guarantee / Defect Liability Period
  - Arbitration / Resolution of Dispute/Jurisdiction of Court
  - Force Majeure & Applicable Laws
  - Integrity Pact, if Applicable
  - 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 E-PAYMENT : Not Applicable**

**[D] – SUBMISSION OF BIDS**

**21 SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, 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 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.



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- 21.3 All the bids shall be addressed to the owner at address specified in IFB.  
21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/  
RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

**22 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.  
22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.  
22.3 BGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BGL's website/ communicated to the bidders.

**23 LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.  
23.2 In case of e-tendering, e-tendering system of BGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by BGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, 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.

- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

**24 MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 **IN CASE OF E- TENDERING : Not Applicable**

24.1.2 **IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BGL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the

envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of BGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/ substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) 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, BGL 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.

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

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

**[E] – BID OPENING AND EVALUATION**

**26 BID OPENING**

**26.1 *Unpriced Bid Opening :***

BGL will open bids, in the presence of bidders’ designated representatives who choose to attend, at date, time and location stipulated in the bid document. The bidders’ representatives, who are present shall sign a bid opening register evidencing their attendance.

**26.2 *Priced Bid Opening:***

26.2.1 BGL will open the price bids of those bidders who meet the qualification requirement and whose bids is 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 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 not be opened in both manual tendering and e-tendering. In case of

Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

**27 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

**28 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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 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 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:-
- 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 of material deviation, reservation or omission.

### **30 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the Bidder 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 shall be re-calculated/ 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 adopted and the amount worked out, for comparison purposes
- 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 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

### **32 EVALUATION AND COMPARISON OF BIDS**

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

### **33 COMPENSATION FOR EXTENDED STAY [FOR APPLICABILITY OF THIS CLAUSE REFER bid document]:-**

- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5<sup>th</sup> of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to

maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

- 33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5<sup>th</sup> of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

**34 PURCHASE PREFERENCE**

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

**[E] – AWARD OF CONTRACT**

**35 AWARD**

Subject to "ITB: Clause-29", BGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

- 36.1 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 BGL 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 BGL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

**37 SIGNING OF AGREEMENT**

- 37.1 BGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BGL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in bid document only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS 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, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

38.2 The contract performance security shall be for an amount equal to specified in bid document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS 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 period as three months beyond the DLP specified in bid document.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, the bidder can submit CPBG on line through issuing bank to BGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. In such cases confirmation will not be sought from issuing banker by BGL.



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**39 PROCEDURE FOR ACTION IN CASE CORRUPT/  
FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES**

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

**39.2 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 BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL) 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 (BGL), such decision of Bhagyanagar Gas Limited (BGL) 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.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL  
ENTERPRISES**

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India proclaiming the Public Procurement

Policy on procurement of goods, works 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.

40.2 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) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries
- b) National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- 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 Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) 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.

40.3 If against an order placed by BGL, 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.

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

**41 AHR ITEMS:**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor/Bidder.

II) Rate of the item, which shall be derived as follows:

a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

**42 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

**43 INCOME TAX & CORPORATE TAX**

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

**43.4 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, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant 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

**44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

45.1 Bhagyanagar Gas Limited (BGL) has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes

which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.

- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited (BGL) Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)-Not Applicable**
- 47 Not Applicable.
- 48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**
- While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
49. **QUARTERLY CLOSURE OF THE CONTRACT**
- During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GAIL



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has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50.0 Not Applicable



**Annexure-I**

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

**A Definitions:**

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

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

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 consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

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) and shall be the “Director” concerned.

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:

- (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 BGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BGL, 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 BGL for a period specified in para B 2.2 below from the date of issue of banning order.

**B.2 Irregularities noticed after award of contract**

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

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

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

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

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

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

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

Further, the Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) 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 BGL 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:

S. 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: (v) Repeated once  (vi) Repeated twice or more	7 years (in addition to the period already served)  15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

**C Effect of banning on other ongoing contracts/ tenders**

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

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

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) 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 is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority 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 shall 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.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BGL.

The competent authority to approve the suspension will be same as that for according approval for banning.

**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.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

**F. Appeal against the Decision of the Competent Authority:**

- F.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 of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

- G. 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.

**Annexure-II**

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/  
CONTRACTORS/ CONSULTANTS**

**1.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants 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 Vendors/ Suppliers/ Contractors/ Consultants associated with BGL 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.

**2.0 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. 7 Lakhs and above is recommended to be drawn up. 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.

**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 BGL.

**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.**

**3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/  
CONTRACTORS/ CONSULTANTS**

**3.1 FOR PROJECTS**

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.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 to 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”:  
Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:
- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”:  
Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

### 3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

### 3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to 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”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

5.1 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/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 **EFFECT OF HOLIDAY**

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be

allowed to continue 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



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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.

- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 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.
- 6.3.3 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.
- 7.0 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.
- 8.0 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 BGL 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.

**9. 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 date 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.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee consisting of Vice President (Prj. & O&M) /Head (Prj. & O&M) and Director Commercial.

**10. 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 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.

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





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**Annexure-2  
Bhagyanagar Gas Limited (BGL)  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/CONSULTANCY JOBS)**

- 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:

**Instructions for allocation of marks (For O&M)**

1. Marks are to be allocated as under :

<b>1.1 DELIVERY/ COMPLETION PERFORMANCE</b>	<b>40 Marks</b>
<b>Delivery Period/ Completion Schedule</b>	<b>Marks</b>
a) Upto 3 months	40
Delay in Weeks	35
Before CDD	
Delay upto 4 weeks	

Sign & Seal of bidder

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” 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 10 marks prorata basis for acceptable quantity as compared to total quantity for normal cases
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 $\leq 2$ 2 marks 3. No. of deviations $> 2$ 0 marks

**1.3 RELIABILITY PERFORMANCE 20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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



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## **SECTION 4**

# **PACKING, MARKING, SHIPPING & DOCUMENTATION**

**PACKING, MARKING, SHIPPING & DOCUMENTATION**

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

- a) The SUPPLIER shall provide such Packing of GOODS which is supplying worthy and as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.
- e) Addresses of various agencies referred here after for communication are as given below:-

Manager (C&P)  
ParishramBhavan  
APIDC Building, BasheerBagh  
Hyderabad – 500 004  
Ph No.: 95-40–23236986  
Fax No.: 95-40–23245081

**1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY**

**1.1 Packing**

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 1.1.3 All delicate surface on equipments/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.
- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly



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bolted wooden disc on the flanges.

- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

**1.2 Marking**

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

(OWNER) PROJECT  
(DESTINATION)

Purchase order No. \_\_\_  
Net Wt. \_\_\_\_\_ Kgs.  
Gross Wt. \_ Kgs.  
Dimensions \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ CMS.  
Package No. (S. No. of total Packages) \_  
Supplier's name \_\_\_

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

**1.3 Dispatch**

- (a) Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by fax to Engineer-in-charge, BGL, Hyderabad
- (b) Dispatch by Road
- (i) The SUPPLIER shall be responsible for dispatch of materials through a reliable and reputed transport company unless, the Transport Company is named by PURCHASER.

- (ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following:-

- Engineer-in-charge, BGL, Hyderabad

- (c) Shipment by Air

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

- (d) Advance Information

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

- Engineer-in-charge, BGL, Hyderabad

- (e) Transmission of Dispatch Documents

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

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

Manager (C&P)  
Bhagyanagar Gas Limited  
ParishramBhavan  
APIDC Building, BasheerBagh  
Hyderabad – 500 004  
Ph No.: 91-40 – 23236986  
Fax No.: 91-40 – 23245081

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

## **2.0 SPECIFICATIONS FOR GOODS TO BE PROCURED FROM OUTSIDE INDIA**

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

**2.1 Packing**

- 2.1.1 Consignments destined for different project sites as detailed in Purchase Requisition PO are to be packed separately and marked clearly.
- 2.1.2 Packing shall withstand hazards normally encountered with the means of transport for the goods including loading/unloading operation both by crane and by pushing off. All packaging shall be done in such a manner as to reduce volume & weight as much as possible, without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 2.1.3 Fragile articles should be adequately packed with special packing materials depending on type of materials.
- 2.1.4 Chemicals in powder form catalysts, refractories & like materials etc. shall be packed in drums only.
- 2.1.5 The hazardous materials shall be packed in accordance with the applicable rules, Regulations and tariff of all cognizant Governmental Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the materials as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 2.1.6 Pipes shall be packed as under :
- a) Upto 50 mm NB in Wooden cases/crates.
  - b) Above 50 mm NB and upto 100 mm NB in Bundles and the bundles should be strapped at minimum three places.
  - c) Above 100 mm NB in loose.
- Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.
- 2.1.7 Pipes /tubes made of stainless steel, copper etc. shall be packed in wooden cases irrespective of sizes.
- 2.1.8 All delicate surface on equipment/material should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 2.1.9 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case and shall be blocked and braced to prevent movement and damage.
- 2.1.10 All packages requiring, handling by crane should have sufficient space at appropriate place to put sling of suitable Dia (strength). Iron/Steel angle should be provided at the places where sling markings are made to avoid damage to package/equipment while lifting.
- 2.1.11 All threaded fittings and pipes should be greased and provided with plastic caps.
- 2.1.12 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 2.1.13 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 2.1.14 Wherever required equipment/materials shall be packed in polythene bags and silicagel or similar dehydrating compounds shall be put inside the bags to protect them.
- 2.1.15 The supplier shall be held liable for all damages or breakages to the goods due to the



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defective or insufficient packing as well as for corrosion due to insufficient protection.

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

**2.2 Marking**

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

(OWNER) PROJECT  
VIA (PORT) INDIA

PURCHASE ORDER NO.\_\_\_\_\_  
NET WT.\_\_\_\_\_  
KGS.GROSS WT.\_\_\_\_\_  
KGS.  
DIMENSIONS \_\_\_\_\_X \_\_\_\_\_X \_\_\_\_\_CMS.  
PACKAGE NO. (S. NO.OF TOTAL PACKAGES)\_\_\_\_\_  
TAG/ITEM NO. \_\_\_\_\_ COUNTRY OF ORIGIN \_\_\_\_\_  
SHIPPER'S NAME \_\_\_\_\_

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

**2.3 DOCUMENTATION**

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

Manager (C&P)  
Bhagyanagar Gas Limited  
ParishramBhavan  
APIDC Building, BasheerBagh  
Hyderabad – 500 004  
Ph No.: 95-40 – 23236986 Fax No.: 95-40 – 232465081

Sign & Seal of bidder





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c) Documents required after Shipment

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

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

**Copies of Documents**

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

(i) **Bill of Lading**

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

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

"Shipper" :  
"Consignee" : Bhagyanagar Gas Limited  
Consignee address : 2<sup>nd</sup>Floor, APIDC Building  
ParishramBhavan, BasheerBagh  
Hyderabad – 500 004  
Ph No.: 040 – 23236983/23236986  
Fax No.: 040 – 66565081

(ii) **Commercial Invoice**

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

(iii) **Packing List**

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

(iv) **Inspection Certificate**

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

(v) **Guarantee Certificate**



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Guarantee Certificate from Manufacturer/SUPPLIER.

Shipping Advice

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

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

**3.0 AS BUILT DOCUMENTATION**

(Applicable both for indigenous & foreign bidders)

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

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

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

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



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**SECTION - 5**

**AGREED TERMS AND CONDITIONS**

**Agreed Terms and Conditions**

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

SL. NO.	DESCRIPTION	BIDDER'S REPLY/ CONFIRMATION
1	<b>Bidder's details:</b> a) Name b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
2	<b>In case the bidder is not manufacturer:</b> a) Name c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the Contact person.	
3	<b>The followings are to be enclosed alongwith the bid:</b> <b>a) Power of Authority of the person signing the bid</b>	
	<b>b) Letter of Authority of the person attending the bid opening.</b>	
	<b>c) In case bidder is not manufacturer:</b>	
	Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	



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1.	<p>Zero Deviation terms:</p> <ul style="list-style-type: none"> <li>a) Firm prices</li> <li>b) Earnest money deposit (EMD)/Bid Security</li> <li>c) Bid Document Fee</li> <li>d) Scope of work</li> <li>e) Specifications</li> <li>f) Price schedule</li> <li>g) Delivery/Completion Schedule</li> <li>h) Payment Terms</li> <li>i) Period of validity of bid</li> <li>j) Price Reduction Schedule (PRS).</li> <li>k) Performance Bank Guarantee (PBG)/Security Deposit.</li> <li>l) Guarantee of Material/Works</li> <li>m) Arbitration/Resolution of dispute</li> <li>n) Force Majeure.</li> <li>o) Applicable laws</li> <li>p) Any other condition specifically mentioned in this bid document.</li> </ul>	Confirmed
2.	Bidder has not taken any deviation to the Technical Specification of tender. The same has been signed by authorized signatory with company seal affixed as token of acceptance and submitted with the un-priced bid.	CONFIRMED
3.	Bidder confirms that prices quoted by them are on F.O.T site basis.	CONFIRMED
4.	Bidder confirms that Freight charges have been quoted in the Price Schedule and has not been indicated 'as actuals'.	CONFIRMED
5.	Part Order: Part Order is not applicable for this tender.	CONFIRMED
6.	Repeat Order: Confirm acceptance of REPEAT ORDER as per clause no. 17 of SCC.	CONFIRMED
7.	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality	CONFIRMED
8.	Bidder Confirms that blank/un-priced“ Price Schedule” format duly mentioning “QUOTED/ NOT QUOTED” as applicable, under each column (please take care NOT to mention any price/rate in the said columns) is submitted along with the technical bid	CONFIRMED
9.	Specify dispatch point (from where material will be dispatched to BGL site)	
10.	In case of contradiction between the confirmations given herein in this ATC and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein ATC shall prevail. Confirm Acceptance.	CONFIRMED



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11.	Confirm Documentation & Inspection/ Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices.	CONFIRMED
12.	Inland Transit Insurance: Bidder confirms that the Prices quoted include Inland Transit Insurance.	CONFIRMED
13.	Quoted prices shall be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document.	CONFIRMED
14.	Goods and Service Tax (GST)	
A	i. Tariff sub-heading no.(HSN Code)	
	ii. Rate of applicable GST (CGST & SGST/ UTGST or IGST )	CGST: ..... %Plus SGST/UTGST..... % Total: .....% Or IGST:..... %
B	Confirm that as per Section 171 of CGST Act/ SGST Act stipulates to pass the benefit of reduction in rate of tax on supply of Goods or Services or availability of input tax credit (ITC) has been considered in the Quoted Rates.	CONFIRMED
15.	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed / found in future, the Bid submitted may be rejected / terminated at any stage.	CONFIRMED
16.	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with company seal affixed by the authorized person	CONFIRMED
17.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non- responsive.	CONFIRMED
18.	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 BGL, but also for criminal proceedings under the relevant laws.	CONFIRMED
19.	Confirm that the contents of the tender documents, its enclosures, amendment(s)/ corrigenda/ addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified/ altered by the bidder, the bid at any stage shall be liable for rejection.	CONFIRMED
20.	Confirm submission of test certificates along with supply of material.	CONFIRMED
21.	Confirm submission of catalogues along with the offer	CONFIRMED
22.	Pre-dispatch Inspection (PDI) if applicable, no extra amount will be paid to bidder in this regard	CONFIRMED
23.	Please mention details of Owner/ Partners/ Proprietors/ Directors of the company.	
25.	Offer No. & Date (Do not leave this blank)	



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26	<p><b>Import Content:</b> If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following: (a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included. (b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder. (c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above). (d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.). (e) Indicate classification with tariff no. under which Vendor intends to import. (f) Confirm prices shall be firm on account of variation in foreign exchange rate. (g) Owner shall not provide any import licence. (h) Quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content. (i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the vendor .However, any reduction in Import Duty due to change in classification shall be passed over to Owner. (j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST. (k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon. (l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p>	<b>CONFIRMED</b>
27.	Bidder's Name & Complete Address (PO will be issued in this name)	
28.	Contact Details (Phone, Fax and e-mail ID)	

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

**SIGNATURE OF THE BIDDER:** \_\_\_\_\_

**NAME OF THE BIDDER:** \_\_\_\_\_

**STAMP OF THE ORGANISATION:** \_\_\_\_\_



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Bhagyanagar Gas  
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**SECTION – 6  
FORMS & FORMATS**





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**Form-F1**

**FORMAL DECLARATION OF OFFER**

**Tender for:**

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

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

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

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

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

Authorized Signatory :

Name in BLOCK LETTERS :

Address :

Position in Company :

Tel Number :

Fax Number :

E-mail :



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**FORM F-2**

**BIDDER'S GENERAL INFORMATION**

To  
**Bhagyanagar Gas Limited**  
Parisrama Bhavan  
APIDC Building, Basheer Bagh  
Hyderabad – 500 004

- 1-1 Bidder Name : .....
- 1-2 Number of Years in Operation : .....
- 1-3 Address of Registered Office : .....
- City..... District.....
- State..... PIN/ZIP.....
- 1-4 Operation Address : .....
- if different from above: .....
- City..... District.....
- State..... PIN/ZIP.....
- 1-5 Telephone Number : .....
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: : .....
- 1-7 Website: : .....
- 1-8 Fax Number: : .....
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any { If yes, please furnish details }
- 1-10 Bid Currency : .....
- 1-11 Port of shipment : .....
- 1-12 Whether Supplier / Manufacturer : .....
- Dealer/Trader/Contractor
- 1-13 Type of Material Supplies : .....
- 1-14 Banker's Name : .....
- 1-15 Branch : .....
- 1-16 Branch Code : .....
- 1-17 Bank account number : .....



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**ONLY FOR INDIAN BIDDERS**

- 1-18 GST No. : .....
- 1-19 PAN No. : .....
- 1-20 SSI or MSME No : .....
- 1-21 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).



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**Form-F3**

**BID FORM**

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

Date:

Dear Sir,

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

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

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

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

Dated ..... Day of ..... 2020.

Signature of Authorized Signatory

Name: .....

Designation

Date:

Place:

Seal:



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**Form-F4**

**BID SECURITY FORM**

Ref : Bank Guarantee no:

Date:

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

Dear Sir,

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

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Witness)

(Signature of the BANK)

Name of Witness

Address of Witness

Date:

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

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

**Form-F5**

**CONTRACT AGREEMENT**

AGREEMENT for “\_\_\_\_\_” (hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 2020 between M/s (Bidder), hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bhagyanagar Gas Limited hereinafter called “BGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

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

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

**AND WHEREAS**

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the Job to be executed by him the CONTRACTOR hereby covenants with BGL that the CONTRACTOR shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, BGL does hereby agree with the Agreement that BGL will pay to the CONTRACTOR



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the respective amounts for the Job actually done by him and approved by BGL at the amount specified in this LOA/PO, such payment to be made at such time in such manner as provided for in the Agreement and LOA/PO.

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

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

Place:

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

Place:

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.





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**Form-F6**

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

REF.

Bank Guarantee No.:

Date:

To,  
Bhagyanagar Gas Limited (BGL)  
Parishram Bhavan, TSIDC Building,  
Basheer Bagh, Hyderabad - 500 004

**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 Parishram Bhavan, TSIDC Building, Basheer Bagh, Hyderabad - 500004 (herein after called the "BGL" 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 BHAGYANAGR 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 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 BHAGYANAGR GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BGL in such manner as BGL 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

Sign & Seal of bidder

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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 BGL 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 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 BGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BGL 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 BGL 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 BGL. 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



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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

**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 case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite nonjudicial stamp paper and place of Bid to be considered as Hyderabad.
2. The Bank Guarantee by Bidders will be given from 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 shall be forwarded to Purchaser.
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 its equivalent in foreign currency along with documentary evidence.



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**Form-F7**

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

No.

Date:

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

Attn: .....

Dear Sirs,

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

1. Name & Designation.....Signature.....
2. Name & Designation.....Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall  
commit.

Yours faithfully,

Signature.....  
Name & Designation.....  
For & on behalf of.....

Note:

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



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**Form-F8**

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

No.

Date:

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

Attn:

Sub:

Tender No.

Dear Sirs,

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

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

Yours faithfully

Signature

Signature of Mr.  
Is attested

Name and Designation  
for & on behalf of BIDDER

Note:

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



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**Form-F9**

**MANUFACTURES AUTHORIZATION FORM**

To,

Dear Sir,

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

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

Yours faithfully

(Name)

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

Note:

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



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**Form - F10**

**DECLARATION**

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

Dear Sir(s),

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

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....



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**Form-F11**

**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK :

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER :

SIGNATURE OF BIDDER :  
& SEAL

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

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

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





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**SECTION 6**  
**GENERAL PURCHASE CONDITIONS**



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41.	LIMITATION OF LIABILITY

**General Conditions of Contract (Goods)**

**1. Definitions**

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings: 1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

- 1.1 **CONSULTANT** *[if engaged]* shall mean M/s.....having its registered office at..... The term consultant includes successors, assigns of M/s
- 1.2 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER'S written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER'S works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER** shall mean BHAGYANAGAR GAS LTD (BGL) having its registered office at 2<sup>nd</sup> Floor, ParishramaBhavan, APIDC Building, BasheerBagh, Hyderabad. The term PURCHASER includes successors, assigns of BGL.
- 1.14 **PERFORMANCE AND GUARANTEE TESTS** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents. **PROJECT** designates the aggregate of the Goods and/or Services to be provided by one or more Contractors. Quantities - Bills of quantities Bills of quantities Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.15 **SELLER** shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

## **2. 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**

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER'S responsibility) shall be provided by SELLER without any extra cost.

- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

## **6. Standards**

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

## **7. Instructions, Direction & Correspondence**

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/ CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER,
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

#### **8. Contract Obligations**

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

#### **9. Modification In Contract**

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/ CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/ CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER'S Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

#### **10. Use of Contract Documents & Information**

- 10.1 The Seller shall not, without the PURCHASER'S/ CONSULTANT'S prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER'S prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

#### **11. Patent Rights, Liability & Compliance of Regulations**

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER'S country.

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

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

## **12. Performance Guarantee**

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

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

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

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

## **13. Inspection, Testing & Expediting**

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

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

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

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

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the

CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER'S representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER'S representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER'S cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 Inspection & Rejection of Materials by consignees:  
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

#### **14. Time Schedule & Progress Reporting**

##### **14.1 Time Schedule Network/Bar Chart**



- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER'S time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- 14.2 **Progress Trend Chart/ Monthly Report**
- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.3.1 PURCHASER'S /CONSULTANT'S representatives shall have the right to inspect SELLER'S premises with a view to evaluating the actual progress of work on the basis of SELLER'S time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/ CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/ CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/ CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER'S hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER'S risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/ CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

**15. Delivery & Documents**

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
  - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods

have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

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

- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/ CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article - 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

**16. Transit Risk Insurance**

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements : Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BGL. Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BGL. 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.

**16.2 PURCHASER'S Insurance Agent:**

*[The name and address-as mentioned under SCCJ*

**17. Transportation**

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

**18. Incidental Services**

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/ guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

**19. Spare Parts, Maintenance Tools, Lubricants**

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
  - ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.
- 19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose. 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

**19.8 Lubricants**

- 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given. 19.8.3 Seller shall indicate various equivalent lubricants available in India.

## **20. Guarantee**

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/ CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/ CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

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

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

## **20.2 PERFORMANCE GUARANTEE OF EQUIPMENT**

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

If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/ modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a

reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

- 20.2.2 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER'S account.

## **21. Terms of Payment**

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER'S request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER'S bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

### **General Notes:**

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER'S bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
- viii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

## **22. 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**

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

- i) hire for period of delay from elsewhere goods which in PURCHASER'S opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER'S opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- ii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

**26 Price Reduction Schedule For Delayed Delivery**

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

26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 1/2 % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

**27. Rejections, Removal of Rejected Equipment & Replacement**

27.1 Preliminary inspection at SELLER'S works by INSPECTOR shall not prejudice PURCHASER'S/

CONSULTANT'S claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER'S cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

## **28. Termination of Contract**

### **28.1 Termination for Default**

- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
  - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
  - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.
- 28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by M/s Bhagyanagar Gas Ltd against any type of tender nor their offer will be considered by BGL against any ongoing tender (s) where contract between BGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by M/s Bhagyanagar Gas Ltd to such VENDOR.

### **28.2 Termination for Insolvency**

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

### **28.3 Termination for Convenience**

- 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that

termination is for the PURCHASER'S convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

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

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and/or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

## **29. Force Majeure**

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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

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

## **30. Resolution of Disputes/ Arbitration**

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

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

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

30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually



resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (Bhagyanagar Gas Ltd) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

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

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCrTRAL 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 UNCrTRAL Arbitration rules on 15 December 1996.

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

### **31. Governing Language**

- 31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

### **32. Notices**

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **33. Taxes & Duties**

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER'S country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

**34. Books & Records**

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

**35. Permits & Certificates**

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

**36. General**

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

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

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

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.

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

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

**37. Import License**

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

**38 Fall Clause**

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

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations\_ including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- a) Exports by the Contractor/ Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

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

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

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

### **39. Publicity & Advertising**

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

### **40. Repeat Order**

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

### **41. Limitation of Liability**

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