



### **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

#### **BID DOCUMENTS FOR**

# TENDER FOR CNG TRANSPORTATION FOR A PERIOD OF 04 YEARS IN GEOGRAPHICAL AREAS (GAs) OF BHAGYANAGAR GAS LIMITED

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

**Bid Document No.: 043-LEPL-BGL-002** 

VOLUME- I of II
COMMERCIAL



Project Management Consultant: Lyons Engineering Pvt. Ltd.





#### **INVITATION FOR BIDS**



G

# **SECTION-I**

# **INVITATION FOR BID (IFB)**





## <u>SECTION-I</u> "INVITATION FOR BID (IFB)"

E-Tender Ref No: 043-LEPL-BGL-002 Date 23.11.2022

To,

#### PROSPECTIVE BIDDERS

**SUB:** Tender for CNG Transportation for a period of 4 years in Geographical Areas of Bhagyanagar Gas Ltd.

#### Dear Sir/Madam,

- M/s. Bhagyanagar Gas Ltd (BGL) is a joint venture of M/s. GAIL (India) Ltd and M/s. Hindusthan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the states of Telengana and Andhra Pradesh. PMC M/s. Lyons Engineering Pvt. Ltd. on behalf of M/s. Bhagyanagar Gas Ltd intend to float a Open Domestic Tender for for CNG Transportation for a period of 4 years in Geographical Areas of Bhagyanagar Gas Ltd.
- 2.0 The brief details of the tender are as under:

CNG Transportation for a period of 4 years in BRIEF SCOPE OF SERVICE /JOB Geographical Areas of Bhagyanagar Gas Ltd. (A) 043-LEPL-BGL-002 (B) **TENDER NO. & DATE** SINGLE BID SYSTEM (C) TYPE OF BIDDING SYSTEM TWO BID **SYSTEM** E-TENDER MANUAL TYPE OF TENDER (D) The Contract shall be valid for a period of 4 (E) COMPLETION/CONTRACT PERIOD Years reckoned from the 16th day of issuance of LOA/LOI or the date of commencement

Х





		/deployment of Mobile Cascade whichever is earlier.
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE  NOT APPLICABLE  EMD Amount: 7,67,300.00  Bid Security Validity: 5 months from the Bid due date
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 23.11.2022 14 HRS to 14.12.2022 15 HRS  (i) www.Bhagyanagar Gas Limitedgas.com/tenders->etender  (ii) www.cppportal/  (iii) https://petroleum.euniwizarde.com/  (iv) PMC, if any:www.lyonsengineers.com
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 30.11.2022 Time: 1500 Hrs Venue: Video Conference ID and Password for joining Video conference Join Zoom Meeting Meeting ID:857 0535 8467 Passcode: 044006
<b>(I)</b>	DUE DATE & TIME OF BID- SUBMISSION (ON OR BEFORE)	Date : 14.12.2022 Time : 15 Hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 14.12.2022 Time : 16 Hrs
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER (LYONS ENGINEERING PVT. LTD)	Name: M Girish Kumar Designation:GM (C&P) Direct No.: 011-49508755 e-mail: girish.kumar@lyonsengineers.com

In case of the days specified above happens to be a holiday in BHAGYANAGAR GAS LIMITED, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bids complete in all respect must be submitted only on <a href="www.website">website</a>
  <a href="https://petroleum.euniwizarde.com">https://petroleum.euniwizarde.com</a>. Bidders are advised to complete their registration with e-tender portal<a href="https://petroleum.euniwizarde.com">https://petroleum.euniwizarde.com</a>. Bids submitted through other modes will be rejected. Further, the following documents in addition to uploading the bid on website, shall also submitted in Original (in physical form) within 7 (seven) days from the bid due date</a>

## EPL

#### **INSTRUCTIONS TO BIDDERS**



provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned Bid Document;

- i) Original EMD/Bid Security (Submission of original is not applicable for online Banking Transaction)
- ii) Power of Attorney
- iii) Integrity Pact
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Bhagyanagar Gas Ltd./Lyons reserves the right to reject any or all the bids received at its discretion without assigning any reason, whatsoever.
- 7.0 The bid opening of the unpriced part and price part shall be in the presence of representative of bidders who are willing to be present through Video conference as per e-tendering procedure. Date of Price Bid opening will be intimated later on with a notice period of 2 days.
- 8.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt./Public Sector Undertaking of India.
- 9.0 BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITONS 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 RECEIPT OF BID. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BHAGYANAGAR GAS LIMITED RESERVE THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.
- 10.0 Bidder if desires may seek clarification on the tender document within 7 days of issuance of bid document through email ID: <a href="mailto:girish.kumar@lyonsengineers.com">girish.kumar@lyonsengineers.com</a>. If no intimation is received within 7 days, the bidding document received by the bidder shall be deemed to be complete in all respect. 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 bidding document.
- 11.0 BHAGYANAGAR GAS LIMITED/Lyons makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.

This is not an Order.
For & on behalf of
Bhagyanagar Gas Limited





Head (C& P) Lyons Engineering Pvt. Ltd. C – 35, Lajpat Nagar – I, New Delhi - 110 024

#### DO NOT OPEN - THIS IS A QUOTATION

DO NOT OPEN - THIS IS A QUOTATION		
Tender Document No.	:043-LEPL-BGL-002	
<b>Description</b> : Tender for CNG T Ltd.	ransportation for a period of 4 years in GAs of Bhagyanagar Gas	
Due Date& Time :	14.12.2022 AT 15 HRS	
From:	То:	
	HEAD (C&P) LYONS ENGINEERING PVT. LTD. C-35, LAJPAT NAGAR PART I,	
	NEW DELHI -110024	
(To be pasted on	the envelop containing Physical documents )	





## KINDLY NOTE THAT ONLY ONE ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER

Websie for Online Bid submission: <a href="https://petroleum.euniwizarde.com">https://petroleum.euniwizarde.com</a>

Prior to uploading all the Techno – Commercial PDF Tender documents on e-wizard portal (<a href="https://petroleum.euniwizarde.co/">https://petroleum.euniwizarde.co/</a>, please ensure that all the documents are Digitally signed.

Instructions for participation in e-tendering is enclosed as Annexure I to Bid document





## <u>ANNEXURE – I</u>

# INSTRUCTIONS FOR PARTICIPATING IN E-TENDERING

(https://www.bglgas.com/tender-videos/





#### **INSTRUCTION FOR VENDORS**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (https://petroleum.euniwizarde.com/)

#### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <a href="https://petroleum.euniwizarde.com/">https://petroleum.euniwizarde.com/</a> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: <a href="mailto:helpdeskeuniwizarde@gmail.com">helpdeskeuniwizarde@gmail.com</a> for Account activation.
- g) As per portal norms Registration Fee will be applicable.

#### 2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### 3. BID PREPARATION





- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

#### 4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

#### 5. AMENDMENT OF BID DOCUMENT





At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### 6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<a href="https://petroleum.euniwizarde.com/">https://petroleum.euniwizarde.com/</a>) only.





## **SECTION-II**

# BID EVALUATION CRITERIA & EVALUATION METHODOLOGY





#### 1.0 BID EVALUATION CRITERIA (BEC): TECHNICAL

#### A Technical Criteria:

- A.1 The bidder should have an experience of providing services for Transportation of inflammable material such as CNG or LNG or LPG or any other Petroleum Products through LCV /MCV/HCVs to an entity involved in CGD/ Oil & Natural Gas/hydrocarbon Business and must have executed at least one such single work order/ contract having a minimum order value of Rs. 25.02 Lakhs in previous Seven (07) years to be reckoned from the final bid closing date.
- **A.2** The bidder must own at least One (01) No. LCV/ HCV registered in the name of the company or the Proprietor/ Partner/ Director on the date of submission of bid.
- A.3 The bidder shall either own at least one (01) no. cascade capacity of 4500 WL capacity or above in the name of the company/the Proprietor/ Partner/ Director or bidder can submit a commitment letter from an authorized agency/a reputed manufacturer to hire a reputed make of cascade capacity of 4500 WL capacity or above on the date of submission of bid.

#### 1.1 Note to BEC-Technical:

- Definition of Executed as mentioned at sl. no. A.1: means executed & completed.
- ii) In case of a contract which is still running and the executed value of the contract **till one day prior to** the due date of submission is equal to or more than the minimum requirement value as mentioned above at clause no. A.1, such experience will also be taken into consideration.
- iii) A job executed by a bidder for its own plant/projects 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 payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
  - iv)Experience acquired by a bidder as a sub-contractor is not acceptable.
  - v) Bids of Joint Venture / Consortium will not be applicable.
  - Vi)Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.4 below.
- 1.2 ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY)





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

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

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

- 1. An agreement (as per format enclosed act format Appendix (A1) between the bidder and the supporting company.
- 2. Guarantee (as per format enclosed at format Appendix(A2) by the supporting company to BGL for fulfilling the obligation under the Agreement.
- Undertaking by supporting company to provide a performance bank guarantee (as per format and instructions enclosed at format (A3) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

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

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

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

#### Note:

In case supporting company fails to submit Bank Guarantee as per (3) above, EMD/SD submitted by the bidder shall be forfeited.

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





### 1.3 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDDER WHO SHARES A LAND BORDER WITH INDIA

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

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

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





#### Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- V) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - 1. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

#### 2.0 SUBMISSION OF CERTIFICATE IN BIDS:

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

- 3.0 The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- 1.4 Documents required to be submitted/uploaded by bidder along with the bid for qualification of BEC:





SI. No.	BEC Clause no.	Description	Documents required for qualification	
	Α	Technical Criteria-BEC		
			Bidder must submit/upload:	
1	A.1	Experience against execution & completion of contract / order.	Copy of Work Order/PO/Contract issued by the client clearly showing the scope of work along with its completion/ execution certificate from its client or concerned authority.	
			Copy of respective completion certificate of the above WO/ PO/LOA clearly mentioning the awarded value, executed value, date of completion of the work etc. issued by the client. The Completion Certificate should have been issued by the end-user/owner/authorized consultant.	
			Bidder must submit/upload:	
2	A.1	Experience against execution & completion of contract/ order.	The bidder shall furnish documentary evidence by way of copies of work order / contract / agreement, completion certificate / execution / Experience Certificate/RA bills along with payment receipts from client to establish technical criteria of BEC.	
3	A.2	Ownership of LCV/ HCV	The bidder shall submit documentary proof in the form of RC registered in the name of the company or the Proprietor/Partner/ Director duly certified by the Chartered Engineer and Notary Public with Legible Stamp.	
4	A.3	Ownership of Cascades/ hiring of Cascades	The bidder shall submit documentary proof in the name of the company/the Proprietor/ Partner/ Director or bidder can submit a commitment letter from an authorized agency/a reputed manufacturer to hire a reputed make of cascade on the date of submission of bid.  Documentary proof in the form of Invoice or commitment letter must be submitted duly certified by the Chartered Engineer and Notary Public with Legible Stamp.	





5	Notes: cl. No (iii)	Jobs executed for Subsidiary /Fellow subsidiary/Holding company	Bidder must submit/upload:  Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary/Holding Company
		company	Subsidiary/Holding Company.

#### 1.5 FINANCIAL: BEC CRITERIA

#### **B.1 Annual Turnover**

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years shall be Rs. 83.41 Lakhs

#### B.2 Net worth

Net worth of the bidder should be positive as per audited financial results of the immediate preceding financial year. The same should be declared and defined in F-10

#### **B.3 Working Capital:**

The minimum working capital of the bidder as per audited financial results of the immediate preceding financial year shall be Rs. 16.68 Lakhs

#### B.4 Note:

- (i) Annual Turnover: In case the tenders having the bid closing date up to 30<sup>st</sup> September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30<sup>st</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- (ii) Net Worth/Working Capital: In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediately preceding financial year.
- (iii) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format F-9.





Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

(iv) For authentication of documents submitted in support of Financial Criteria (audited annual financial statements) of Bid Evaluation criteria (BEC) shall be duly certified/attested by notary public with legible stamp.

#### 1.6 : Documents Required to submit / upload -Financial Criteria.

B. Docu	B. Documents Required-Financial Criteria		
B.1	Annual	Audited Annual Financial statements [including Auditor's	
	Turn Over	report, Balance sheet, Profit & Loss Account statements &	
		Schedules etc.] for three preceding financial years.	
		Certificate from Chartered Accountant for details of financial	
		capability (F10)	
B.2	Net Worth	Audited Annual Financial statements [including Auditor's	
		report, Balance sheet, Profit & Loss Account statements &	
		Schedules etc.] for immediate preceding financial year.	
		Certificate from Chartered Accountant for details of financial	
		capability (F10)	
B.3	Working Capital	Audited Financial Statements including audit Report (if	
		applicable), Balance sheet and profit & Loss Account etc. as	
		per last financial year's result, along with un-priced bid. In	
		case of inadequate or negative working capital, Letter from	
		the bidder's Bank (as per format F- 9 ), having net worth not	
		less than Rs. 100 Crores, confirming the availability of the	
		line of credit for at least working capital requirement as	
		stated in BEC. Certificate from Chartered Accountant for	
		details of financial capability (F-9 & F-10)	

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

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below: Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp. Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/High Commission in manufacturer's country. However, member countries of Hague Convention1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.





In support of Financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit following: Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F10) duly signed and stamped by a Chartered Accountant. Further, copy of audited annual financial statements (for the last three financial years) shall submitted in bid shall be duly certified /attested by Notary Public/Gazetted officer with legible stamp.

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

2.0 All documents in support of BEC should be scanned and uploaded in the E portal. In absence of requisite documents BGL reserves the right to reject the bid without making any reference to bidders.

Note: Bidder not conforming to the above criteria need not apply.

- 3.0 EXCHANGE RATE FOR CONVERSION OF CURRENCY FOR EVALUATION OF DOCUMENTS RELATED TO BEC: Exchange rate for conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows;
  - 1. BEC (Technical): Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by the bidder.
  - 2. BEC (Financial):
    - (i) For Annual Turnover

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

(ii) For Net-Worth & Working capital:

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

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

https://www.xe.com/currencyconverter https://economictimes.indiatimes.com/markets/forex/currency-converter https://www.oanda.com/currency/converter"

- 4.0 Bids shall be evaluated and awarded on overall least cost basis to L-1 bidder.
- 5.0 There is no relaxation of prior experience and prior turn over for start-up companies.
- 6.0 MSME Clause is not applicable in this Tender.
- 7.0 Fuel Escalation is not applicable.





Form-I to Section II

#### **UNDERTAKING ON LETTERHEAD**

To, M/s Bhagyanagar Gas Ltd. Hyderabad SUB: TENDER NO: 043-LEPL-BGL-002 - TENDER FOR CNG TRANSPORTATION FOR A PERIOD OF 4 YEARS IN GAS OF BHAGYANAGAR GAS LIMITED Dear Sir We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s (Name of Bidder) is: Not from such a country ] If from such a country, has been registered [ 1 with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option ( $\checkmark$  or X) above). We hereby certify that bidder M/s (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender. Place: [Signature of Authorized Signatory of Bidder] Date: Name:

Designation:

Seal:





Appendix-A1

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

DUI	LY NOTARIZED.
M/s add (Fill bero	s agreement made this day of month year by and between s (Fill in Bidder's full name, constitution and registered office lress) hereinafter referred to as bidder on the first part andM/s in full name, constitution and registered office address company which hold more than fifty cent of the paid-up share capital of the bidding company or vice versa) hereinafter referred as "Supporting Company" of the second part.
Νh	ereas
offe M/s	s. BHAGYANAGAR Gas Limited (hereinafter referred to as BHAGYANAGAR Gas) has invited ers vide their tender No for and s (Bidder) intends to bid against the said tender and desires to have nnical support of M/s [Supporting Company]
equ	d whereas Supporting Company represents that they have gone through and understood the uirements of the subject tender and are capable and committed to provide the services as uired by the bidder for the successful execution of the contract, if awarded to the bidder.
Vov	w, it is hereby agreed to by and between the parties as follows:
а)	M/s(Bidder) will submit an offer to BHAGYANAGAR Gas for the full scope of work as envisaged in the tender document as the main bidder and liaise BHAGYANAGAR Gas directly for any clarifications etc. in this context.
0)	M/s [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by BHAGYANAGAR Gas.
c)	The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.
d)	This agreement will remain valid till the validity of bidder's offer to BHAGYANAGAR Gas including extension if any and till satisfactory performance of the contract, the same is awarded by BHAGYANAGAR Gas to the bidder.
e)	Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BHAGYANAGAR Gas.





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

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

For and on behalf of (Bidder) M/s.	For and on behalf of (Supporting Company) M/s.
Witness:	Witness:
1)	1)
2)	2)





Appendix-A2

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
THIS DEED OF GUARANTEE executed atthis day of by M/s
M/s (bidder) a company duly established and existing under the laws
of (insert country), having its Registered Office at
TOWARDS
M/s BHAGYANAGAR Gas Limited, a company duly registered under the law of India having its Registered Office at 2 <sup>nd</sup> Floor, TSIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004, India, and having Purchase center at hereinafter called
"BHAGYANAGAR Gas" which expression shall unless excluded by or repugnant to the context
thereof, be deemed to include its successor and assignees.
WHEREAS BHAGYANAGAR Gas has invited tender number
AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital
of the Supporting Company/ Bidder.
AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BHAGYANAGAR Gas at any stage.
The Guarantor represents that they have gone through and understood the requirement of the
above said tender and are capable of and committed to provide technical and such other
supports as may be required by the Bidder for successful execution of the same.
The Bidder and the Guarantor have entered into an agreement dated as per which the
Guarantor shall be providing technical, financial and such other supports as may be necessary
for performance of the work under the tender, if the contract is awarded to the Bidder.
Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BHAGYANAGAR Gas to enter into agreement(s) with the Bidder, the Guarantor hereby
guarantees and undertakes that upon award of Contract to Bidder against bid number
, made by the Bidder under tender number
1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice

of demand by the BHAGYANAGAR Gas, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHAGYANAGAR





Gas and duly perform the obligations of the Bidder to the satisfaction of the BHAGYANAGAR Gas.

- 2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- 3. The Guarantor shall be jointly and severally responsible to BHAGYANAGAR Gas for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
- 4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BHAGYANAGAR Gas and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
- 5. The Guarantor agrees to execute a Corporate Guarantee in favour of BHAGYANAGAR Gas, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BHAGYANAGAR Gas.
- 6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BHAGYANAGAR Gas.
- 7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BHAGYANAGAR Gas under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Hyderabad, India. The language of arbitration shall be English.
- 8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BHAGYANAGAR Gas, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BHAGYANAGAR Gas, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BHAGYANAGAR Gas shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BHAGYANAGAR Gas about performance of the bidder / contractor shall be final and





shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

Witness:	M/s Signature Name Designation Official seal	-
1. Signature Full Name Address	- 	
2. Signature Full Name Address	- 	

#### INSTRUCTIONS FOR FURNISHING GUARANTEE

The official(s) executing the guarantee should affix full signature(s) on each page.

 Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.





Ар	pendix-A2A
CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR O	COMPANY
"Obligations contained in deed of guarantee No furnished against tender are enforceable against the Guarantor Company and the same do not, in any way any law of the country of which the Guarantor Company is the subject."	
The above certificate should be enclosed along with the Guarantee.	





Appendix-A3

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

#### CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

#### (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

M/s BHAGYANAGAR Gas Limited Dear Sir(s), M/s. having registered office at (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require its successors and assignees) have been placed/ awarded the job/work of vide PO/LOA /FOA No. (herein after called CONTRACT/ ORDER) dated for BHAGYANAGAR Gas Limited having registered office at 2<sup>nd</sup> Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 (herein after called the "BHAGYANAGAR Gas" which expression shall wherever the context so require include its successors and assignees). Further, M/s (Name of the Supporting company) having its registered/head based on whose experience/technical strength, the office at CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between BHAGYANAGAR Gas and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BHAGYANAGAR Gas having agreed that the 'SUPPORTING COMPANY' shall furnish to BHAGYANAGAR Gas a performance guarantee for Indian Rupees/US\$ ...... towards providing complete financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above. The said M/s. (Supporting Company) has approached us and at their request and in consideration of the premises we having our office have agreed to give such guarantee as hereinafter mentioned. We (name of the bank) 2. registered under the laws having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) (Indian Rupees/US Dollars (in words) ) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BHAGYANAGAR Gas on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards





the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BHAGYANAGAR Gas in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

- 3. The Bank also agrees that BHAGYANAGAR Gas at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BHAGYANAGAR Gas may have in relation to the 'SUPPORTING COMPANY's liabilities.
- 4. The Bank further agrees that BHAGYANAGAR Gas shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the
- 5. terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BHAGYANAGAR Gas against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BHAGYANAGAR Gas or any indulgence by BHAGYANAGAR Gas to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of BHAGYANAGAR Gas under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BHAGYANAGAR Gas discharges this guarantee in writing, whichever is earlier.
- This Guarantee shall not be discharged by any change in our constitution, in the Constitution of BHAGYANAGAR Gas or that of the 'SUPPORTING COMPANY'.
- 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
- 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) (Indian Rupees/US Dollars (in





	words)	_ only) and our guarantee	shall remain in force	until (indicate
	the date of expiry of bank g	guarantee)		
10.	We have power to issue thi Association and the unders granted to hi	,		
			Yo	ours faithfully,
			Bank by its Constit	uted 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 the case of a foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Hyderabad.
- 2. The Bank Guarantee by Bidders will be given from the bank as specified in Tender.
- 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee
- 4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or it's equivalent in foreign currency along with documentary evidence.





# **SECTION-III**

# **INSTRUCTION TO BIDDERS**





#### **SECTION-III**

#### **INSTRUCTION TO BIDDERS**

#### **INDEX**

IAI GLINLINAL	[A]	GENERA	L:
---------------	-----	--------	----

- 1. SCOPE OF BID
- 2. ELIGIBLE BIDDERS
- 3. BIDS FROM CONSORTIUM
- 4. ONE BID PER BIDDER
- 5. COST OF BIDDING
- 6. SITE-VISIT

#### [B] BIDDING DOCUMENTS:

- 7. CONTENTS OF BIDDING DOCUMENTS
- 8. CLARIFICATION OF TENDER DOCUMENT
- 9. AMENDMENT OF BIDDING DOCUMENTS

#### [C] PREPARATION OF BIDS:

- 10. LANGUAGE OF BID
- 11. DOCUMENTS COMPRISING THE BID
- 12. BID PRICES
- 13 GST (CGST & SGST/ UTGST or IGST )
- 14. BID CURRENCIES
- 15. BID VALIDITY
- 16. EARNEST MONEY DEPOSIT / BID SECURITY
- 17. PRE-BID MEETING
- 18. FORMAT AND SIGNING OF BID
- 19. ZERO DEVIATION & REJECTION CRITERIA
- 20. E-PAYMENT

#### [D] SUBMISSION OF BIDS:

- 21. SUBMISSION, SEALING AND MARKING OF BIDS
- 22. DEADLINE FOR SUBMISSION OF BIDS
- 23. LATE BIDS
- 24. MODIFICATION AND WITHDRAWAL OF BIDS

#### [E] BID OPENING AND EVALUATION:

- 25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
- 26. BID OPENING
- 27. CONFIDENTIALITY
- 28. CONTACTING THE EMPLOYER
- 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
- 30. CORRECTION OF ERRORS
- CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
- 32. EVALUATION AND COMPARISON OF BIDS
- **33.** COMPENSATION FOR EXTENDED STAY NOT APPLICABLE
- 34. PURCHASE PREFERENCE





#### [F] AWARD OF CONTRACT:

- 35. AWARD
- **36.** NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
- 37. SIGNING OF AGREEMENT
- 38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
- **39.** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
- 40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
- 41. AHR ITEMS
- 42. VENDOR EVALUATION PROCEDURE
- **43.** INCOME TAX & CORPORATE TAX
- 44. DISPUTE RESOLUTION MECHANISM
- **45.** DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ORGANIZATIONS
- 46. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
- **47.** CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
- 48. PROVISION FOR STARTUPS
- **49.** PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
- **50.** UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS





## 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 Invitation For Bid (the "Tender Document /Bid Document") issued by Employer. Employer/Owner/ BHAGYANAGAR GAS LIMITED occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender 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 Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' 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 BHAGYANAGAR GAS LIMITED 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 BHAGYANAGAR GAS LIMITED 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 BHAGYANAGAR GAS LIMITED / LYONS by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above 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 BHAGYANAGAR GAS LIMITED/LYONS by the bidder.

It shall be the sole responsibility of the bidder to inform BHAGYANAGAR GAS LIMITED / LYONS their status on above 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:**

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favourof authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- e) The "Authorised Signatory" of bidder holding Power of Attorney must digitally sign all uploaded files.
- f) Bidder must possess an e-mail ID preferably of the organization (in case of a company)/Individiul (incase of Proprietorship Concern) /Partner having Power of Attorney (in case of Partnership firm) to create login ID. The email ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this email ID only. The communication to bidder is fully automated through the system and email ID of bid of bidder is very important for online communication with bidder during barious stages of Tendering process and should be preferably common e-mail ID of the organization.

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

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed





by the bidder to BHAGYANAGAR GAS LIMITED/ LYONS promptly. Failure to same shall be considered as misrepresentation by the bidder.

#### 3 <u>BIDS FROM CONSORTIUM</u>"- NOT APPLICABLE

#### 4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

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

#### 5 COST OF BIDDING AND TENDERING FEE

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BHAGYANAGAR GAS LIMITED/ LYONS will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process. Tendering fee is not applicable.

#### 6 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 BHAGYANAGAR GAS LIMITED / LYONS 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 and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

#### A) Tender Volume I of II - Commercial

Section-I : Invitation for Bid [IFB]\*

Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format\*\*

Section-IV : General Conditions of Contract [GCC]\*\*\*

Section-V : Special conditions of contract

B) Tender Volume II of II - Technical
 ➢ Section VI : Scope of Work
 ➢ Section-VII : Schedule of Rates

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 TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BHAGYANAGAR GAS LIMITED / LYONS in writing or email at BHAGYANAGAR GAS LIMITED's/ LYONS's mailing address indicated in the BIDS not 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 scheduled. BHAGYANAGAR GAS LIMITED /LYONS reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BHAGYANAGAR GAS LIMITED / LYONS may respond in writing to the request for clarification. BHAGYANAGAR GAS LIMITED's /LYONS's response including an explanation of the query, but without identifying the source of the query will be uploaded on BHAGYANAGAR GAS LIMITED's/ tendering web site (http://www.Bhagyanagar Gas Limitedgas.com/) communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

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





#### 9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Employer 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 corrigendum.
- 9.2 Any addemdum/ 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. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum 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 BHAGYANAGAR GAS LIMITED shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

#### 11. DOCUMENTS COMPRISING THE BID

11.1 The Bid prepared by the Bidder shall comprise the following components

#### 11.1.1 "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (g) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (h) Declaration for Bid Security as per provision of ITB
- (i) Undertaking as per *Form-1 annexed to Section-II* regarding bidder from a country which shares land border with India.





- (j) Undertaking as per *Form-2 to Annexed Section-II* regarding sub-contractor from a country which shares land border with India.
- (j) All forms and Formats including Annexures
- (k) 'Integrity Pact' as per 'Form F-13'
- (I) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (n) Any other information/details required as per Bidding Document

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

#### 11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BHAGYANAGAR GAS LIMITED / LYONS shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) 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.
- iii) Price bid of the Bid shall be uploaded under tab "Step 3: SOR Attachment of ......" **LIMITED** page in the BHAGYANAGAR GAS E-Tender Portal https://petroleum.euniwizarde.com/ and shall contain price bid only. The Prices are to be submitted strictly in the Price Schedule /Schedule of rate (SOR) format of the Tender documents and only under tab "Step 3: SOR Attachment" as per instructions provided in Annexure – I (Instructions for participating in e-Tender) of Tender document and Ready Reckoner available in Bid Document and in BHAGYANAGAR GAS LIMITED Website.
- iv) Prices are to be submitted strictly as per Schedule of Rate of the bidding documents and uploaded only in "Step 3: SOR Attachment". Submission of prices in Unpriced bid shall lead to rejection of the bid. BHAGYANAGAR GAS LIMITED /LYONS shall not be responsible for any failure on the part of the bidder to follow instructions.
- v) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.





- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) 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 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.
- vii) The prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.
- 11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.
- 11.1.4 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure – I, Ready Reckoner for Bidders and FAQ available in bid Documents and e-Portal. Bids submitted manually shall be rejected.

#### 11.2 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Ready Reckoner for Bidders and FAQs available in e-portal and\_bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on NIC Portal etenders.gov.in as follows;

11.2.1 **PART-I:** "**TECHNO-COMMERCIAL/UN-PRICED BID**" comprising all the above documents mentioned at 11.1.1 along with copy of Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the area earmarked (Evaluation criteria) in the NIC Portal.

#### 12 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 & duties 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 Service Provider 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.
- Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account. Any new taxes & duties, if imposed by the State Govt /Central Govt. after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State Govt./Central 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 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 mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except GST. GST shall be paid by BGL on Reverse Charge Mechanism basis (RCM).
- 13.3 The bids will be evaluated based on total price including GST (RCM).

#### 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 Service Provider / supplier may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BHAGYANAGAR GAS LIMITED / LYONS. Further, in case rating of bidder is negative / black listed after award of work, then BHAGYANAGAR GAS LIMITED / LYONS 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 BHAGYANAGAR GAS LIMITED.
- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 1.7.2017 which subsumed various indirect taxes and duties applicable before 1.02.2017. Accordingly, the provisions of General Condition of Contract related to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in Clause No. 12 and 13 of ITB.





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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law.

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

#### 14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

#### 15 BID VALIDITY

- 15.1 Bids shall be kept valid for a period 3 months from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BHAGYANAGAR GAS LIMITED / LYONS 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 email. A Bidder may refuse the request without forfeiture of his EMD/Bid Security

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 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 deposit (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 Hyderabad payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid.

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. To enable the bidders to utilize online transaction option, Bank details of BHAGYANAGAR GAS LIMITED is as specified in Bid Document. Bidder is required to upload the successful transaction details along with their E-Bid. In case of online transaction, submission of EMD in original is not applicable.

16.2 The Bid Security is required to protect BHAGYANAGAR GAS LIMITED against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture pursuit to ITB Clause 16.7.





- 16.3 BHAGYANAGAR GAS LIMITED shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of Bid Security. In case Bid Security is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Earnest Money/Bid Security shall be valid for 2 (Two) months beyond Bid Validity Period.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by BHAGYANAGAR GAS LIMITED 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' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 37 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 'Bid Validity Period'
  - (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) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
    - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-37"
    - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favour of M/s. Bhagyanagar Gas Limited and address to BHAGYANAGAR GAS LIMITED. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document number and the Services for which the Bidder is quoting. This is essential to have prope correlation at a later date. The Bid Security should be in the format provided in the Bid Document.
- MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security 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/Bid Security. Further, Startups are also exempted from the payment of EMD/Bid Security.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BHAGYANAGAR GAS LIMITED. The forfeiture amount will be subject to final decision of BHAGYANAGAR GAS LIMITED based on other terms and





conditions of order/ contract.

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

#### 17 PRE-BID MEETING: THROUGH ONLINE MODE / VIDEO CONFERENCING

- 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 In case Pre- Bid meeting is through Video Conferencing / Online Mode, link shall be sent to all the interested bidders by the Purchaser. Instructions to bidders for Pre-Bid meeting through Video Conferencing / online mode: All bidders intending to attend Pre-bid meeting must send an email to BHAGYANAGAR GAS LIMITED expressing their interest to participate in the Pre-Bid meeting (at least 2 hours prior to the scheduled time of Pre-Bid meeting) along with detals of payment of e-tender processing fee to the Purchaser. E-mail received from Bidders within specified timeline shall be invited through email to attend the meeting.
- 17.3 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. Bidder must submit their queries/ clarification to BHAGYANAGAR GAS LIMITED/LYONS as in the format in Bid Document, as mentioned in Clause No. 8 of ITB.
- 17.4 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BHAGYANAGAR GAS LIMITED 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 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 unamendable 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. BHAGYANAGAR GAS LIMITED / LYONS will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BHAGYANAGAR GAS LIMITED / LYONS 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. BHAGYANAGAR GAS LIMITED/ LYONS's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BHAGYANAGAR GAS LIMITED / LYONS 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:
  - (a) Firm Price
  - (b) Earnest Money Deposit / Bid Security
  - (c) Specifications & Scope of Work
  - (d) Schedule of Rates / Price Schedule / Price Basis
  - (e) Duration / Period of Contract/ Completion schedule
  - (f) Period of Validity of Bid
  - (g) Price Reduction Schedule
  - (h) Contract Performance Security
  - (i) Guarantee / Defect Liability Period
  - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
  - (k) Force Majeure & Applicable Laws
  - (I) Integrity Pact, if Applicable
  - (m) Any other condition specifically mentioned in the tender document elsewhere that noncompliance 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

Payments will be made through either through Electronic mode via NEFT/RTGS or Cheques.

#### [D] - SUBMISSION OF BIDS

#### 21 <u>SUBMISSION, SEALING AND MARKING OF BIDS</u>

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. Physical documents shall be addressed to the owner at address specified in IFB.

- 21.2 However, Bidders are required to submit original Bid Security, Power of Attorney and any other documents (as specified in the Tender) at the address specified in the Bid Document.
- 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/ 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 BHAGYANAGAR GAS LIMITED may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In that case all rights and obligations of BHAGYANAGAR GAS LIMITED 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 BHAGYANAGAR GAS LIMITED'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 BHAGYANAGAR GAS LIMITED shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Tendering system of BHAGYANAGAR GAS LIMITED shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/ physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately. 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:
  The Bidder may withdraw or modify its bid after bid submission but before the Due date and Time of Bid submission as per Tender document.
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time





of Bid Submission.

- 24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BHAGYANAGAR GAS LIMITED shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedures in bid document.

#### [E] - BID OPENING AND EVALUATION

#### 25 <u>EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</u>

BHAGYANAGAR GAS LIMITED / LYONS reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BHAGYANAGAR GAS LIMITED/LYONS's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BHAGYANAGAR GAS LIMITED shall respond quickly.

#### 26 BID OPENING

#### 26.1 **Unpriced Bid Opening:**

BHAGYANAGAR GAS LIMITED / LYONS 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 BHAGYANAGAR GAS LIMITED / LYONS 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 even 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.

#### 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 for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from actions as mentioned in Declaration in Bid Security.

#### 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 Bid Security Declaration
  - (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 for evaluation of bid.
- 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 Contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Contractor in figures and words tallies but the amount is incorrect, the rate quoted by the Contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in word shall be taken as correct and not the amount and the amount will be corrected accordingly.
- (iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and total shall be corrected.
- 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 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

#### 32 COMPENSATION FOR EXTENDED STAY - NOT APPLICABLE

#### 33 PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs) / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

#### [F] - AWARD OF CONTRACT

#### 34 AWARD

Subject to "ITB: Clause-29", BHAGYANAGAR GAS LIMITED / LYONS 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.

#### 35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BHAGYANAGAR GAS LIMITED / LYONS either





by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BHAGYANAGAR GAS LIMITED and successful Bidder (i.e. 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. BHAGYANAGAR GAS LIMITED 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.

- 35.2 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 Agreement as per "ITB: Clause-37".
- 35.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38" BHAGYANAGAR GAS LIMITED will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".

#### 36 SIGNING OF AGREEMENT

- 36.1 BHAGYANAGAR GAS LIMITED will award the Contract to the successful Bidder, who within 15 (Fifteen) days of receipt of the same, shall sign and return the acknowledged copy to BHAGYANAGAR GAS LIMITED.
- 36.2 The successful Bidder/Service Provider 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/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider 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//Action as per Bid Security declaration

#### 37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

- 37.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BHAGYANAGAR GAS LIMITED, 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 contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 37.2 The contract performance security shall be for an amount equal to specified in Bidding 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)**.

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. 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.

- 37.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and action as per declaration for Bid Security.
- 37.4 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 Service Provider should furnish additional CPS.
- 37.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BHAGYANAGAR GAS LIMITED directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BHAGYANAGAR GAS LIMITED.
- 37.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc.

For this purpose, the details of Bhagyanagar Gas Limited Bank Account is as under;

Account holder's name: M/s. Bhagyanagar Gas Ltd.

Account Number: 000805017218

IFSC Code: ICIC0000008

Other details: Khairatabad, Hyderabad

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

"CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG/Security Deposit submitted by the Supplier/ contractor/ Service Provider.





#### **COERCIVE PRACTICES**

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Annexure I.

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

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

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

## 39 <u>PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES - NOT APPLICABLE</u>

- 39.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.
  - i) Issue of tender document to MSEs free of cost.
  - ii) Exemption to MSEs from payment of EMD.
  - lii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

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

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





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

The MSE(s) owned by Women shall mean:-

2012.

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 39.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:
  - (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-

The above document(s) 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.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

39.4 If against an order placed by BHAGYANAGAR GAS LIMITED, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no. 39.3 above with prior consent in writing from BHAGYANAGAR GAS LIMITED, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.





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

#### 40 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 Service Provider/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 service provider'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 Service Provider's supervision profit, overhead & other expenses.

#### 41 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Annexure II to ITB herewith.

#### 42 INCOME TAX & CORPORATE TAX

- 42.1 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.
- 42.2 Corporate Tax liability, if any, shall be to the contractor's account.

#### 42.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

#### (ii) Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

#### 42.4 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 or as amended from time to time.

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

Payment of service provider shall be processed only after fulfilment of above requirement.

# 43 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 contract, 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.

## 44 DISPUTE RESOLUTION (ADENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Bhagyanagar Gas Ltd (BHAGYANAGAR GAS LIMITED) 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 Conciliation Rules 2010.
- 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.
- 44.3 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.
- 44.4 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.

- 44.5 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.
- 44.6 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 (BHAGYANAGAR GAS LIMITED) 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.
- 44.7 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.
- 44.8 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.

#### 45 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

## 46 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.

# 47. PROVISIONS FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) – NOT APPLICABLE

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade





(DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is be considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

The above documents should be 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

## 48. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS:

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

## 49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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





Appendix -1

## PROCEDURE FOR ACTION IN CASE OF 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.
- A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false
  - information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Bidder/Service Provider" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Employer's committee of Directors consisting of Managing Director and Director Commercial)
- 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/ shall be the "Managing 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 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) /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 Service Provider 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)/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:





SI. 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.	02 years
	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.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	
	(i) Repeated once	7 years (in addition to the period already served)
	(vi) Repeated twice or more	
		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.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 when

- (i) Corporate Vigilance Department, BGL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BGL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non performance of Bidder/Service Provider 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 shall be communicated to the Agency and also to Corporate 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 shall 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 shall also be communicated to the Agency.
- D 3 Effect of Suspension of business:
  - Effect of suspension on other on- going/future tenders will be as under:
- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant Agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works, services and consultancy 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.





Appendix 2

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

#### 1.0 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants (referred elsewhere as "Service Provider") and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

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

#### 2.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable 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 so as to ensure timely completion of

various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

#### 3.0 **METHODOLOGY**

#### i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 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) <u>Initiation of Measures:</u>

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

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

#### 4.0 **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 valuated 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 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

#### 5.1 FOR PROJECTS

- 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 shall be initiated by Engineer-in-charge/Project-in-charge:





SI. No.	Performance	Action
	Rating	
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.

#### (B) Where Performance rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.





Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

#### 5.3 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 shall be initiated:

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.

#### (B) Where Performance rating is "FAIR"

Issuance of warning to such defaulting Vendors/ Contractors/ Consultants to improve their performance.

#### 6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

#### 7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 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 and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.





- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
  - Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to

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.

#### 10. 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 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 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).

#### 11. **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.

12. In case Govt. department brings to the notice of BGL that a Party has not paid to the credit of the Government the GST service collected from BGL, then party will be put on holiday for a period of six months after following the due procedure.



i) Project/Work Centre

#### **INSTRUCTIONS TO BIDDERS**



Annexure-1

# Bhagyanagar Gas Limited (BGL) PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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





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

Note:	
Remarks (if any)	
PERFORMANCE RATING (**)	
Note:	

- 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:

SI.No.	Range (Marks)	Rating	
1	60 & below	POOR	
2	61-75	FAIR	
3	76-90	GOOD	
4	More than 90	VERY GOOD	9

Signature of Authorised Signatory:

Name:

Designation:



ii) When quality

## **INSTRUCTIONS TO BIDDERS**



#### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

Delivery Period/	Delay in Weeks		Marks		
Completion Schedu	Completion Schedule				
a) Upto 3 months	Before CDD			40	
Delay upto 4 weeks	35				
" 8 weeks	30	"	10 weeks	25	
" 12 weeks	20				
" 16 weeks	15				
More than 16	weeks 0				
b) Above 3 months	Before CDD			40	
Delay upto 4 weeks	35				
		"	8 weeks	30	
		"	10 weeks	25	
		"	16 weeks	20	
		"	20 weeks	15	
		"	24 weeks	10	
		Мо	ore than 24 weeks	0	
1.2 QUALITY PERF	ORMANCE 40 Mar	ks			
For Normal Cases: No Defects/ No Deviation/ 40 marks					
No fail	ure:				
i) Rejection/Defects M	Marks to be allocated or	n	10 marks	prorata basis for acceptable	
quanti	ty as compared to total				
quanti	ty for normal cases				

0 marks

Failure of severe nature





failure endanger - Moderate nature 5 marks system integration - low severe nature 10-25 marks

nd safety of the system

iii) Number of deviation
 deviations
 2. No. of deviations ≤ 2
 3. No. of deviations > 2
 0 marks

3. No. of deviations > 2		
1.3 RELIABILITY	FOR WORKS/CONTRACTS	
PERFORMANCE		
20 Marks		
Α.		
:\	Culturalization of audomorphisms agreement DDC Duraviana	4 marks
i)	Submission of order acceptance, agreement, PBG, Drawings	4 marks
	and other documents within time	
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	4 marks
,		
	or	
	Reliability of Estimates/Design/Drawing etc. in case of	
	Consultancy jobs	
	Consultancy jobs	
\ <u>\</u>	Timely submission of estimates and other documents for	4 marks
v)	1	4 marks
	Extra, Substituted & AHR items	
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other	5 marks
	documents within time	
ii)	Attending complaints and requests for after sales service/	5 marks
	warranty repairs and/ or query/ advice (upto the evaluation	
	period).	
	period).	
iii)	Response to various correspondence and conformance to	5 marks
"")	· ·	Jillains
	standards like ISO	
is ()	Submission of all required desuments including Test	5 marks
iv)	Submission of all required documents including Test	o marks
	Certificates at the time of supply	





### **ANNEXURE - III**

### **BID DATA SHEET**

Client	Bhagyanagar Gas Ltd.
Item	Tender for CNG Transportation for a period of 2 years in GAs of Bhagyanagar Gas Ltd.
Availability of Documents on Website	www.bglgas.com/tenders->e-tender www.cppportal.com https://petroleum.euniwizarde.com/
Pre-Bid meeting	30.11.2022
Pre-mid meeting link	As per IFB
Due date and time of submission of bid	14.12.2022 till 15 Hrs
Due date and time of opening of unpriced bid	14.12.2022 till 16 Hrs
Address of communication	girish.kumar@lyonsengineers.com
Contact person	M. Girish Kumar
Validity of offer	Minimum 3 months from the due date of submission of offer
Bid security/EMD amount details	
Bid Security Amount	Rs. 7,67,300/-

## Note:

Corrigenda, Addenda etc. if any to the above will be hosted in above mentioned website (s). Bidders should regularly visit the website to keep themselves update.





## **FORMS & FORMAT**





## **LIST OF FORMS & FORMAT**

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY /
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK
	IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	E-BANKING FORMAT
F-12	INTEGRITY PACT
F-13	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-14	EXCEPTION AND DEVIATION STATEMENT





## <u>F-1</u>

## **BIDDER'S GENERAL INFORMATION**

To,

M/s BHAGYANAGAR GAS LTD. HYDERABAD

SUB: Tender for CNG Transportation for a period of 4 years in GAs of Bhagyanagar Gas Ltd.

		T
1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others  If Others Specify:  [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6	Bidder's address where contract is to be placed	City:  District: State: PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address	





	where order is to be placed	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.50)
	In case of Start-up confirm the following:	
	(i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]	
	(ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	





Place:	Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:





## **FORMAT F-2**

Bid Security Form

Ref : Date		Bank Guarantee no:
Parish	ranagar Gas Limited (BGL) Iram Bhavan, TSIDC Building, Irer Bagh Hyderabad – 500 004	
Dear S	Sir,	
office bound	atunto Bhagyanagar Gas Limited (hereinafterfor which payment will a	er called "the Bid") against Bid Document resents that WE (BANK)
THE C	CONDITIONS of this obligation are:	
1. Bid Fo	If the Bidder withdraws his bid during the peorm; or	eriod of bid validity specified by the Bidder on the
2. period	If the Bidder, having been notified of the according of bid validity;	ceptance of his bid by the OWNER during the
We underward OWNE the two	r or fails to accept as arithmetical corrections ctions to Bidders of bid document. Idertake to pay to the OWNER up to the above ad, without the OWNER having to substantiat ER will note that the amount claimed by it is do above-stated conditions specifying the occur Guarantee will remain in force up to and include	Security in accordance with the Instructions to so of his bid as per the provision of the amount upon receipt of its first written the its demand, provided that in its demand the lue to it owing to the occurrence of one or both of the urred condition or conditions.
Name	nture of the Witness) e of Witness ss of Witness	(Signature of the BANK)  Date:





### F-3 LETTER OF AUTHORITY

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

Ref: M/s BHAG HYDERAL	AGYANAGAR GAS LTD. ABAD	Date:
SUB: Te	Fender for CNG Transportation for a period of 4 y	ears in GAs of Bhagyanagar Gas Ltd.
		eby authorize the following representative(s) eed Bid Opening', and 'Price Bid Opening'
Phone	ne & Designation Signa ne/Cell: rail:@	
Phone	ne & Designation Signa ne/Cell: pail: @	
We confine	nfirm that we shall be bound by all commitm ntative(s).	ents made by aforementioned authorised
Place: Date:	[Signature of Autho Name: Designation: Seal:	rized Signatory of Bidder]
Note: (i)	This "Letter of Authority" should be on the "let by a person competent and having the 'Powthan 'two [02] persons per Bidder' are permit Bid Opening' / 'Price Bid Opening'.	er of Attorney' to bind the Bidder. Not more

Bidder's authorized representative is required to carry a copy of this authority letter while

attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening.

•

(ii)





#### F-4

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

Bhagyanagar Gas Limited Parisrama Bhavan TSIDC Building, Basheer Bagh Hyderabad – 500 004

Dear Sirs,

	(he		
expression shall where	ever the context so require in	clude its successors and as:	signees) have been
(Rupees in the form therein mer guarantee executed by Gas Limited (hereinaft	ns provide that the CONTRAC only ntioned. The form of paymen y Nationalised Bank, undertal er called "OWNER" which ex and assignees) in case of de	y) as Initial/full Contract Perf It of Contract Performance G king full responsibility to inde opression shall wherever the	formance Guarantee Guarantee includes emnify Bhagyanagar
"BANK", which expres assignees) and at theil	ha sion shall wherever the conte r request and in consideration have agreed	ext so require include its suc n of the premises, we, havin	cessors and g our office at
unconditional g Contract or in p demand withou the CONTRAC of Rupees	uarantee with you that if defa in personant of any money payab it demur, reservation, contes TOR pay to OWNER in such	ult shall be made by erforming any of the terms a ble to Bhagyanagar Gas Lim st, recourse or protest and/or n manner as OWNER may d only or such portion th	M/s. and conditions of the lited. We shall on first r without reference to lirect the said amount

2. OWNER will have the full liberty without reference to us and without affecting this



3. Your right to recover the said sum of Rs. ..... (Rupees



guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.

	only) from BANK in manner aforesaid will not be affected
	or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and/or that any dispute or disputes are pending before
	any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4.	The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
5.	This guarantee shall be irrevocable and shall remain valid
	upto
	guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee.
	However, if for any reason, the CONTRACTOR is unable to complete the work within the period
	stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby
	agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.
	If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s on whose behalf this guarantee is issued.

6. The BANK also agrees that OWNER at its option shall be entitled to enforce this

relation to the CONTRACTOR's liabilities.

guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in





- 7. The amount under Bank Guarantee is payable forthwith without any delay by bank upon the written demand raised by M/s. BGL. Any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Hyderabad Courts.
- 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the

	contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
	This guarantee is valid until theday of20
9.	We have power to issue this guarantee in your favour under memorandum and Article of
	Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated accorded to him by the bank.
	Yours faithfully,
	(Signature of a person duly
	authorised to sign on behalf
	of the Bank)
W 1.	lace: /ITNESS: (Signature) (Printed Name)
	(Designation) (Common Seal)





#### INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE 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 non-judicial 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 (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer.
- Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
- 5. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.
- 6. Bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Bhayanagar Gas Limited.





#### <u>F-5</u>

### **AGREED TERMS & CONDITIONS**

M/s BHAGYANAGAR GAS LTD. HYDERABAD

SUB: Tender for CNG Transportation for a period of 4 years in GAs of Bhagyanagar Gas Ltd.

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

SI.	DESCRIPTION	BIDDER'S		
0	BESSIAII FISH	CONFIRMATION		
1	Bidder's name, Vendor Code of BHAGYANAGAR GAS			
	LIMITED (if any) and address	BHAGYANAGAR GAS LIMITED's Vendor Code:		
	(FOA/Order shall be released in this name)	Address:		
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.			
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).			
4	Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/UTGST or IGST)</b> in Price Schedule/ SOR of Price bid.			
4.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>	Yes/ No		
	If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid			
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid			
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).			
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.  If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.			
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.			
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.			
7.	Bidder confirms that Contract Performance Security shall be			





SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.  In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS)	
10.	<ul> <li>Clause).</li> <li>a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).</li> <li>b) Bidder confirms that printed terms and conditions of bidder are not applicable.</li> </ul>	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Technocommercial Bids.	
12.	Bidder bid security declaration:	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that  (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BHAGYANAGAR GAS LIMITED or  (ii) the bidder is not a firm in which any Director (in Board of Director) of BHAGYANAGAR GAS LIMITED or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	





SI.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	No Deviation Confirmation:  It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the	





SI.	DESCRIPTION BIDDER'S CONFIRMATION			
	supplies in all respect within the scheduled time frame and quoted price.			
22.	Bidder hereby confirms that they are not on 'Holiday' by BHAGYANAGAR GAS LIMITED or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.  Further, Bidder confirms that neither they 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 BHAGYANAGAR GAS LIMITED or the Ministry of Petroleum and Natural Gas.  Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BHAGYANAGAR GAS LIMITED that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.  Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BHAGYANAGAR GAS LIMITED by them.			
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BHAGYANAGAR GAS LIMITED's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.			
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BHAGYANAGAR GAS LIMITED [available on BHAGYANAGAR GAS LIMITED's website (www.BHAGYANAGAR GAS LIMITEDonline.com)] and shall not indulge themselves or allow others (working in BHAGYANAGAR GAS LIMITED) to indulge in fraudulent activities and that they would immediately apprise BHAGYANAGAR GAS LIMITED of the fraud/suspected fraud as soon as it comes to their notice.  Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BHAGYANAGAR GAS LIMITED is liable to be treated as crime and dealt with by the procedures of BHAGYANAGAR GAS LIMITED as applicable from time to time.			
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST &			





SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).  If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:	[Signature of Authorized Sign	natory of Bidder

Date: Name:

Designation: Seal:





## F-6 ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail to concerned executive in BHAGYANAGAR GAS LIMITED issued the tender, by filling up the Format)

M/s BHAGYANAGAR GAS LTD. HYDERABAD

to our quoting office:

SUB: Tender for CNG Transportation for a period of 4 years in GAs of Bhagyanagar Gas Ltd.

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

We intend to bid as requested for the subject item/job and furnish following details with respect

Postal Address with Pin Code	·
Telephone Number	
Contact Person	
E-mail Address	
Mobile No.	·
Date	·
Seal/Stamp	:
We are unable to bid for the r	eason given below:
Reasons for non-submission	of bid:
Agency's Name	•
Signature	•
Name	· · ·····
Designation	•
Date	•
Seal/Stamp	·





## <u>F-7</u> BIDDER'S EXPERIENCE

M/s BHAGYANAGAR GAS LTD. HYDERABAD

SUB: Tender for CNG Transportation for a period of 4 years in GAs of Bhagyanagar Gas Ltd.

SI. No	Descript ion of the Service s	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in- Charge (for cases other than purchase)	Value of Contract /Order ( <i>Specify</i> Currency Amount)	Date of Commenc ement of Services	Scheduled Completion Time (Mon ths)	Date of Actual Comple tion	Reasons for delay in executio n, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)
			_					

Place:	[Signature of Authorized Signatory of Bidder]
FIALE.	isiunalure di Aumonzeu siunaluri di biuden

Date: Name:

Designation:

Seal:





### F-8 (A)

### **CHECK LIST**

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

Please ensure compliance and tick ( $\sqrt{}$ ) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security details		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PP-LC bidder).		





6.0	Confirm that Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III are submitted.	
7.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)	
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)	

Place:	[Signature of Autho	orized Signatory of Bidder]
--------	---------------------	-----------------------------

Date: Name:

Designation:

Seal:





# F-8(B) CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS (refer Section II of Tender document)

BEC Clause No.		Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
	Technica			1	1
1.	Experience	(a) (b) (c)		Yes/No	
2.	Subsidiary /	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.		Yes/No	
	Any other technical criteria in BEC	(a)		Yes/No	
	Financial			l.	





1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	(Mention specific year)	Yes/No
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.		Yes/No
3.	Working Capital	If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least	( <i>Mention</i> specific year)  Submitted/ Not Applicable	
4.	of financial capability of	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).		





[Signature of Authorized Signatory of Bidder] Name: Place:

Date:

Designation: Seal:





## FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

	Date:
M/s BHAGYANAGAR GAS LTD. HYDERABAD	
SUB: Tender for CNG Transportation for a period of 4 years in GAs of E	Bhagyanagar Gas Ltd.
Dear Sir,	
This is to certify that M/s (name of the Bio (hereinafter referred to as Customer) is an existing Customer of our Bank	
The Customer has informed that they wish to bid for BHAGYANAGAR G for supply/work/services/consultancy) and as per the terms of the said Tend furnish a certificate from their Bank confirming the availability of line of cr	(Name of the er Document they have to
Accordingly M/s (name of the Bank with address of credit to M/s (name of the Bidder) for at least an a	
It is also confirmed that the net worth of the Bank is more than Rs. 100 C and the undersigned is authorized to issue this certificate.	Crores (or Equivalent USD)
Yours truly	
for (Name & address of Bank)	
(Authorized signatory) Name of the signatory: Designation : Email Id : Contact No :	

#### Note:

Stamp

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.





# F-10 FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

	M∕s BHAGYANAGAR GAS LTD. IYDERABAD				
SI	UB: Tender for CNG Transportation f	for a period of 4 years in GAs of Bhagyanagar Gas			
	Ne have verified the Audited Fi M/s(Name of t	nancial Statements and other relevant records the bidder) and certify the following:			
A	AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:				
	Year	Amount (Currency)			
	Year 1:				
	Year 2:				
	Year 3:				
١	L NETWORTH* AS PER LAST AUDITED F	I INANCIAL STATEMENT:			
	Description	Year			
		Amount (Currency)			
	1. Net Worth				
٧	VORKING CAPITAL* AS PER LAST AUI				
	Description	Year			
		Amount (Currency)			
	1. Current Assets				
	2. Current Liabilities				
	3. Working Capital (Current Assets-				



1.Vendor name:

## **INSTRUCTIONS TO BIDDERS**



## F-11 E-BANKING MANDATE

2. Vendor/customer Code:	
3. Vendor /customer Address:	
4. Vendor/customer e-mail id:	
5. Particulars of bank account a) Name of Bank b) Name of branch c) Branch code: d) Address: e) Telephone number: f) Type of account (current/saving etc.) g) Account Number: h) RTGS IFSC code of the bank branch i) NEFT IFSC code j) 9 digit MICR code	
I/We hereby authorize BHAGYANAGAR GAS LIMITED to release the bank account as mentioned above. I/We hereby declare that the correct and complete. If the transaction is delayed or lost becaus information, we would not hold the BHAGYANAGAR GAS LIMITED	he particulars given above are use of incomplete or incorrect
(3	Signature of vendor/customer)
BANK CERTIFICATE	
We certify thatconfirm that the details given above are correct as per our records  Bank stamp	
Date (Signature of au	thorized officer of bank)





F-12

## **INTEGRITY PACT**





#### **INTEGRITY PACT**

#### INTRODUCTION:

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

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

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





**ANNEXURE-1** 

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

#### I. COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

#### II. VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL/ BGL/HPCL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGL shall be entitled to terminate the Contract. BGL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,





- c) BGL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until BGL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, BGL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.





**ANNEXURE-2** 

#### **INTEGRITY PACT**

(To be executed on plain paper)

setween M/s Bhagyanagar Gas Limited (BGL) (here-in-after referred to as "Principal ").
AND
(here-in-after referred to as "The Bidder/ Contractor").
Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" of ollectively as "Parties").

#### **PREAMBLE**

The principal intends to award under laid down organizational procedures, contract/s for LAYING OF UNDER GROUND PE PIPE LINES AND ABOVEGROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END AT HYDERABAD AND KAKINADA.

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

#### Section 1 – Commitments of the Principal

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:
  - i) No employee of the principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
  - ii) The principal shall, during the tender process treat all Bidders with equity. The principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.





- iii) The principal will exclude from the process all known prejudiced persons.
- If the Principal obtains information on the conduct of any of its employees which is a criminal
  offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this
  regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary
  actions.

#### Section 2 – Commitments and Undertakings by the Bidder/Contractor

- 1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
  - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.





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

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

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

#### Section 4 – Forfeiture of EMD / Security Deposits

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and



# **INSTRUCTIONS TO BIDDERS**



recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

# Section 5 – Previous transgression

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

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

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

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

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



# **INSTRUCTIONS TO BIDDERS**



Section 8 – Deleted

Section 9 – Pact Duration

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

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

# Section 10 – Miscellaneous provisions

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

(Name & Designation)	(Name & Designation)
For the Principal	For the Bidder/Contractor
Place	Witness 1:
Date	Witness 2:

#### Note:

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



# **INSTRUCTIONS TO BIDDERS**



### F-13

# UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

(to be submitted on letter head along with documents for release of payment)

	HAGYANAGAR GAS LTD. RABAD			
SUB:	Tender for CNG Transport	tation for a period of 4 years i	n GAs	of Bhagyanagar Gas Ltd.
Dear S	Sir,			
We as per	the GST Law is	(Name of the Supplier) herek	by confi	irm that E-Invoice provision
(i)	Applicable to us	]	]	
(ii)	Not Applicable to us	]	]	
<b>'</b> 0				

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

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

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



NAME OF BIDDER:

# **INSTRUCTIONS TO BIDDERS**



# F-14

# **EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK: Tender for CNG Transportation for a period of 4 years in GAs of Bhagyanagar Gas Ltd.

BID DOCUMENT NO. :043- LEPL-BGL-002

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

SL.NO.	CLAUSENO.	PAGENO.OF TENDER DOCUMENT	DEVIATION	REASONSFOR DEVIATION

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

SIGNATURE AND SEAL OF BIDDER:	

- Note 1: Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavailable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.
- Note 2: All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).
- Note 3: Even in case of "No Deviation" this format is to be filled in a 'No Deviation' & submitted along with the offer





# **SECTION - IV**

# GENERAL CONDITIONS OF CONTRACT (GCC)

**SERVICES** 





SI. No.	Description (( SL. NO: 3)
SECTION - I	DEFINITIONS & INTERPRETATIONS
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION - II	GENERAL INSTRUCTIONS & OBLIGATIONS
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and
	Poor Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the
	Contract
2.15	Service Provider remains liable to pay compensation if action not taken
	under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
SECTION - III	PERFORMANCE OF SERVICE
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service





3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
SECTION - IV	PAYMENT, INSURANCE AND TAXES
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION - V	LAWS, HEALTH, SAFETY & ENVIRONMENT
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
SECTION - VI	DISPUTE RESOLUTION AND ARBITRATION
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract





# SECTION - I DEFINITIONS & INTERPRETATIONS

### 1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer' means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and





agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means BHAGYANAGAR GAS LIMITED (BGL), a public limited company, incorporated under the Company's Act 1956 and

having its Registered office at 2<sup>nd</sup> Floor TSIDC Building, Parisrama Bhavan, Basheer Bagh, Hyderabad-04 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising of

Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of





or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should

have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case

may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

"Service Provider's/ Bidder's Representative" means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf

the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted

assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

# 1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS





1.2.1 The documents forming the Contract are to be read together and interpreted as mutually

explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the





remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

# 1.3 SPECIAL CONDITIONS OF CONTRACT:

- 1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.
- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-





ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his
  - cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in
  - addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

SECTION - II

# 2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

# 2.1 FORMATION OF CONTRACT:

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

### 2.2 SIGNING OF AGREEMENT:

2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure

on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as

available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

# 2.3 ADDENDA/CORRIGENDA:

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

### 2.4 LIABILITY OF GOVERNMENT OF INDIA:





2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government

of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power

and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees,

acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not

and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases

and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to

Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

# 2.5 SITE VISIT:

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the

Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

# 2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of BGL and shall not indulge themselves or allow others





(working in BGL) to indulge in fraudulent activities and that they would immediately apprise the

Owner/BGL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on BGL's website (<a href="https://www.bglgas.com">www.bglgas.com</a>).

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

# 2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS:

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a

Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission

of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained

the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

# 2.8 **CONFLICT OF INTEREST**:

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

# 2.9 ABNORMAL RATES:

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of

Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless

the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

# 2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:





- 2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract. be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.
- 2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
  - Employer's personnel(s), and /or
  - any other Contractor(s) / Service Provider(s) employed by Employer, and /or
  - personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authroised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

#### 2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:

- 2.11.1 Service Provider shall appoint a person ("Service Provider's Representative") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.
- 2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely





on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

# 2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

#### 2.13 CONTRACT PERFORMANCE SECURITY (CPS):

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs





associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC

(as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the

Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the
  - Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.
- 2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

# 2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract





or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits

a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any
  - of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and
  - the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other
  - means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be
  - so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or
  - by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the
  - cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.
- 2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:
  - a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to
    - recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in
    - completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the
    - Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
  - b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction





of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

- 2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.
- 2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.
- 2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

# 2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the nonexercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above subclause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling





& storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

### 2.16 CHANGE IN CONSTITUTION:

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

#### 2.17 TERMINATION OF CONTRACT:

# 2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

### 2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

# 2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with BGL. The detailed procedure for





banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

#### 2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for demobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

# 2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract

upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be

bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

# 2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any

default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

# 2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation





statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

#### 2.21 FORCE MAJEURE:

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period

during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

# 2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving





full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the

affected party from, or delaying the affected party in performing its obligations under the Contract.

# 2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice

has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

# 2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.
- 2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

# 2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the

execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution

of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to

the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes

and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

#### 2.22 PRICE REDUCTION SCHEDULE:





2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such

failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by  $\frac{1}{2}$  (half) % of the total Value of Contract

per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

- 2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.
- 2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.
- 2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BGL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on BGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

#### 2.23 ASSIGNMENT/SUBLET:

- 2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, 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 Service Provider from any obligation, duty or responsibility under the Contract.
- 2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and





Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

# 2.24 LIENS:

- 2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

# 2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

- 2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to





provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

#### 2.26 NO WAIVER OF RIGHTS:

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

# 2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

### 2.28 LANGUAGE AND MEASURES:

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

# 2.29 RELEASE OF INFORMATION:

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

# 2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

- 2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.
- 2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

#### 2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under





this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

#### 2.32 NOTICE

- 2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.
- 2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.
- 2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

### 2.33 CONFIDENTIALITY:

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

### 2.34 INTELLECTUAL PROPERTY RIGHT:

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of





the Employer for the purposes other than those permitted, without the Service Provider's Consent.

**SECTION - III** 

# 3.0 PERFORMANCE OF SERVICE

### 3.1 EXECUTION OF SERVICES:

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

# 3.2 CHANGES IN SERVICES:

- 3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.
- 3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

# 3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may





terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

#### 3.4 SUSPENSION OF SERVICES:

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.
- 3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

#### 3.5 DEFECTS LIABILITY PERIOD:

- 3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### 3.6 COMPLETION CERTIFICATE:

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within





one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

- 3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.
- 3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:
  - i) The technical documents according to which the Service was carried out.
  - ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

# 3.6.4 EXECUTION CERTIFICATE:

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

### 3.7 FINAL DECISION & FINAL CERTIFICATE:

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights

of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be

considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### 3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employerunder the Contract shall not exceed the Total Contract





Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider: or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

#### 3.9 INDEMNITY:

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or

damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any

claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their

representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**SECTION - IV** 

### 4.0 PAYMENT, INSURANCE AND TAXES

# 4.1 DEDUCTION FROM THE CONTRACT PRICE:

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service





Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

#### 4.2 SCHEDULE OF RATES AND PAYMENTS:

#### 4.2.1 SERVICE PROVIDER'S REMUNERATION:

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

#### 4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

# 4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

# 4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages,





costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

#### 4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

### 4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/peformance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

### 4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

# 4.3 PROCEDURE FOR BILLING OF SERVICES:

#### 4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

- 4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.
- 4.3.1.2 COMPUTERISED BILLING SYSTEM: Bhagyanagar Gas Limited (BGL)has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in BGL by a





Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through BGL's website.

#### 4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

#### 4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

- 4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.
- 4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer. irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

# 4.5 INSURANCE:

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on





this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

- 4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.
- 4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

# 4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage





of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

#### 4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.
- 4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.
- 4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or





with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

#### 4.6 TAXES AND DUTIES:

- The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub-Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.
  - If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.
- 4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

#### 4.7 INCOME TAX:

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account





No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

#### 4.8 STATUTORY VARIATIONS:

- 4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.
- 4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.
- 4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or





amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

#### 4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or





Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

SECTION - V

#### 5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

#### 5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any





modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice

to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the

aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which

is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding

Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the

event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a

maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the

Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

#### 5.2 SAFETY REGULATIONS:

- In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange
  - for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with





Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any

loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

#### 5.3 FIRST AID AND INDUSTRIAL INJURIES:

- Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

#### 5.4 GENERAL RULES:

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

#### 5.5 CARE IN HANDLING INFLAMMABLE GAS:

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

#### 5.6 PRESERVATION OF PLACE:

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

#### 5.7 ENVIRONMENT:

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider





shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

- 5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:
  - Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
  - Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
  - Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.
- 5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.
- 5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.
- 5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject





to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

#### 5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel

and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service
  - Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including
- court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.

SECTION - VI

#### 6.0 DISPUTE RESOLUTION AND ARBITRATION:

#### 6.1 DISPUTE RESOLUTION:

6.1.1 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. A copy of the said rules

made available on BGL's web site www.bglgas.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as

provided in the Contract 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.

- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 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 in terms of clause no. 6.2. 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.
- 6.1.7 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 in equal share.
- 6.1.8. 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.

#### 6.2 **ARBITRATION**:

If the issues/disputes which cannot be resolved through dispute resolution mechanism 6.2.1 pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of 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 proceedings shall be in English language and seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in "Procedure for action in case of Corrupt/ Fradulent/ Collusive /Coersive Practices", the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning. The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration

Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND





GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR

RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter

se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference

shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

#### 6.3 JURISDICTION:

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at





New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is

agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

#### 6.4 CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

Appendix -1

# PROCEDURE FOR ACTION IN CASE OF 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.
- A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false
  - information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Bidder/Service Provider" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Employer's committee of Directors consisting of Managing Director and Director Commercial)
- 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/ shall be the "Managing 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 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) /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 Service Provider 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)/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:





SI. 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.	02 years
	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.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:  (i) Repeated once  (vi) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to
	(vi) Nepeated twice of more	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 when

- (i) Corporate Vigilance Department, BGL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BGL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non performance of Bidder/Service Provider 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 shall be communicated to the Agency and also to Corporate 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 shall 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 shall also be communicated to the Agency.

#### D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant Agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works, services and consultancy 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.

Appendix 2

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

#### 1.0 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants (referred elsewhere as "Service Provider") and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by

a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement

of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

#### 2.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable 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 so as to ensure timely completion of

various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

#### 3.0 **METHODOLOGY**

#### i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 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) <u>Initiation of Measures:</u>

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.

#### 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 valuated 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 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

#### 5.1 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 shall be initiated by Engineer-in-charge/Project-in-charge:

SI. No.	Performance	Action
	Rating	
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.





 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.

#### (B) Where Performance rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

#### 5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

#### 5.3 FOR OPERATION & MAINTENANCE

- 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 shall be initiated:





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

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

(B) Where Performance rating is "FAIR"

Issuance of warning to such defaulting Vendors/ Contractors/ Consultants to improve their performance.

#### 6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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.

#### 7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 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
  - and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
  - Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to
  - 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.

#### 10. 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 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 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).

#### 11. **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.

12. In case Govt. department brings to the notice of BGL that a Party has not paid to the credit of the Government the GST service collected from BGL, then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

# Bhagyanagar Gas Limited (BGL) PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

i	) Project/Work (	Cantra	
1	) I TOJECU VVOIK I	Centre	

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant

vi) Contracted delivery/ :
Completion Schedule

vii) Actual delivery/ :
Completion date

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

Note:

Remarks (if any)





PERFORMANCE RATING (**)	PΕ	RF	OR	MAN	<b>ICE</b>	RA <sup>°</sup>	TING	(**)
-------------------------	----	----	----	-----	------------	-----------------	------	------

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.

ignatory:

- (\*) Allocation of marks should be as per enclosed instructions
- (\*\*) Performance rating shall be classified as under :

SI.	Range (Marks)	Rating	Signature of
No.			Authorised Si
1	60 & below	POOR	
2	61-75	FAIR	Name:
3	76-90	GOOD	
4	More than 90	VERY	Designation:
		GOOD	

#### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

Delivery Period/ Delay Completion Schedule	in Weeks		Marks	
a) Upto 3 months Delay upto 4 weeks	Before CDD 35			40
" 8 weeks " 12 weeks " 16 weeks More than 16 weeks	30 20 15	"	10 weeks	25
b) Above 3 months Delay upto 4 weeks	Before CDD 35			40
<i>,</i> 1		"	8 weeks	30
		"	10 weeks	25
		"	16 weeks	20
		"	20 weeks	15
		"	24 weeks	10
		Мо	re than 24 weeks	0

#### 1.2 QUALITY PERFORMANCE 40 Marks

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

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 of severe nature 0 marks failure endanger - Moderate nature 5 marks





system integration - low severe nature 10-25 marks nd safety of the system

iii) Number of deviations

1. No deviation 5 marks
2. No. of deviations ≤ 2 2 marks
3. No. of deviations > 2 0 marks

#### 1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-2

# Bhagyanagar Gas Limited (BGL) PERFORMANCE RATING DATA SHEET (FOR O&M)

i)	Location	:
ii)	Order/ Contract No. & date	:

iii) Brief description of Items : Works/Assignment

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/





Contractor/ Consultant

vi) Contracted delivery/
Completion Schedule

vii) Actual delivery/
Completion date

Performance	Delivery	Quality	Reliability	Total
Parameter	Performance	Performance	Performance#	
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 :

SI.	Range (Marks)	Rating	Signature of
No.			Authorised Signatory:
1	60 & below	POOR	
2	61-75	FAIR	Name:
3	76-90	GOOD	
4	More than 90	VERY	Designation:
		GOOD	

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

1. Marks are to be allocated as under:

1.1	DELIVERY/ COMPLETION PERFORMANCE	40 Marks

Delivery Period/ Completion Schedule	•	eks	Ma	arks	
a) Upto 3 months Bef Delay upto 4		40	" " Mo	8 weeks 10 weeks 12 weeks 16 weeks ore than 16 week	30 25 20 15 s 0
b) Above 3 months Delay upto 4 week	s	40 35	"	8 weeks 10 weeks 16 weeks 20 weeks 24 weeks	30 25 20 15
More than 24	weeks 0				

#### 1.2 QUALITY PERFORMANCE 40 Marks

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

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 of severe nature 0 marks failure endanger - Moderate nature 5 marks



10-25 marks



system integration - low severe nature nd safety of the system

iii) Number of deviation 5 marks 2. No. of deviations ≤ 2 2 marks 3. No. of deviations > 2 0 marks

#### 1.3 RELIABILITY PERFORMANCE 20 Marks

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





## **SECTION - 7**

# SPECIAL CONDITIONSOF CONTRACT [SCC]





#### SPECIAL CONDITIONS OF CONTRACT

#### 1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Deliverables, Specifications, SOR, and any other documents forming part of this Contract, wherever the contract so requires.
- 1.2 Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnance's or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 Wherever it is mentioned in the specification that the ASSOCIATES shall perform certain work or provide certain facilities, it is understood that the ASSOCIATES shall do so at his own cost and the contract price shall be deemed to have included the cost of such performances and provisions, so mentioned.
- 1.5 The materials, equipment, design and workmanship shall satisfy the applicable Indian and International Standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.6 If the quantities of any items change to any extent due to any reason whatsoever, the Associates shall be bound to be execute them at the rates quoted by him. BHAGYANAGAR GAS LIMITED also reserves the right to split the work in full or in part without assigning any reason thereby. The decision of EIC shall be final & binding on Associates in this regards.
- 1.7 The work shall be executed to the satisfaction of EIC/Owner and the contract rates shall include any incidental & contingent work charges so as to complete the work in all respect in prompt, efficient & workmen like manner.

#### 2.0 DEFINATION

- 2.1 The EIC means the Engineer in-Charge nominated by BHAGYANAGAR GAS LIMITED and shall include any person acting as in charge on his behalf for CNG station.
- 2.2 Authorized representative shall mean any officer/supervisor/consultant/staff/ of BHAGYANAGAR GAS LIMITED authorized by EIC/ Head of Dept.
- 2.3 Where any portion of the general condition of contract is pregnant to or at variance with any provision of special condition of contract, the provision of special condition of contract shall be deemed override the provision of general condition of contract and shall to the extent of such repugnancy of variation prevail.

#### 3.0 SITE INFORMATION

#### 3.1 Location of Site

Filling/ Mother Station: Shamirpet, Hafeezpet, Balanagar, Miyapur, etc., as per BGL's available loading facilities or as per EIC instructions.





DBS Location: Existing as well New DBs identified in Hyderabad GA and the awarded rates shall be applicable for any/ all locations within the Hyderabad GA.

#### 3.2 Site Conditions

The Associates shall fully familiarize with the Site/ City Conditions before quoting for the tender and conduct thorough studies of the site as regards local conditions, available infrastructure, sale, consumer base, traffic, climate, services' availability, power, water, material and equipment availability, transport, communication facilities, office within the city, residential quarters and all other factors and facilities and things whatsoever necessary or relevant for performing the work.

#### 4.0 INTERPRETATIONS

- 4.1 The several documents forming the Contract are to be read together as a whole and are to be taken as mutually complementary.
- 4.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or error, omission or contradiction therein or in any of them, the Associates shall, prior to commencing the related work, apply in writing to the Engineer-in-Charge for his decision in resolving the issue, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the Associates fail to apply to the Engineer-in-Charge for his decision, as aforesaid prior to commencing the related work, the Associates shall perform the said work at his own risk.
- 4.3 The decision of the Engineer-in-Charge on any application under clause 3.2 hereof shall be in writing and shall be final and binding on the Associates in this behalf.
- 4.4 No verbal agreement, assurances, representations or understanding given by any employee or officer of BGL or so understood by the Associates, whether given or understood before or during or after the execution of the Contract, shall anyway bind BGL or alter the Contract Documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of BGL and given as an agreed variation to the relative term(s) in the Contract Documents.
- 4.5 Clause headings given in this or any other Contract Document are intended only as general guide for convenience in reading and segregating the general subject of various clauses.

#### 5.0 TERMS OF PAYMENT

- 5.1 The payment shall be released by the owner against submission of monthly RA bills, with all the required supporting documents maintenance report of Mobile Cascades, LCV & MCV/HCV if carried out, LCV & MCV/HCV running log sheet representing the quantity transported to other Retail outlets. Accordingly, the payment shall be made within 30 days from the date of receipt of bills/ invoice, complete in all respects and duly certified by EIC of BHAGYANAGAR GAS LIMITED.
- 5.2 Recoveries shall be made against the Associates's claims as per the provisions of the Contract and as may be considered necessary by BGL.
- 5.3 In case any amount has been disbursed wrongly to the Associates or any other amount is due from the Associates to BGL, BGL may without prejudice to it's rights, recover such amount from any claim/ payment due to the Associates. At the same time, the Associates shall have the right to receive the payment that has been omitted in previous invoice by mistake on the part of BGL or the Associates.





- 5.4 BGL shall not be responsible or obliged for making any payment or any other related obligations under this Contract to the Associates's Sub- Associates/ Personnel or Vendors. The Associates shall be fully liable and responsible for meeting all such obligations and all payments to be made to its Sub- Associatess/ Personnel / vendors and any other third Associates engaged by the Associates in any way connected with the discharge of the Associates's obligations under the Contract and in any manner whatever.
- 5.6 Payment shall be made in the Indian Rupees only as indicated in the price schedule. Payment shall be made by crossed account payee cheque or electronically transferred to the Associates account.
- 5.7 BGL will not absorb any Foreign Exchange fluctuations
- 5.8 The prices/ rates shall remain firm till the expiry of the Contract and shall not be subjected to any escalation.
- 5.9 The Price Schedule shall be deemed to include and cover the cost of all royalties, and claims on the articles, equipment's, processes, protected by letters patent or otherwise incorporated in or used in connection with the works.

#### 6.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Engineer-incharge and the ASSOCIATES shall plan and execute work accordingly.

#### 7.0 ACCESSIBILITY & SECRECY OF DOCUMENTS

Accessibility to the documents of BGL shall be provided to the ASSOCIATES for performing the necessary activities as per requirement. The ASSOCIATES should maintain secrecy and should not divulge any information to any person/ Organization in India or abroad.

#### 8.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

Nothing contained here in shall restrict owner from accepting similar service from other agencies, at its discretion and at the risk and cost of the Associates. If the Associates fails to provide the said services any time.

#### 9.0 PERIOD OF MOBILIZATION

- a. The ASSOCIATES shall mobilize all his resources from 16<sup>th</sup>day / from the date of issuance of LOA/LOI or from the date of intimation of EIC.
- b. The Associates shall provide and maintain all requisite personnel of qualified, trained, experienced, well behaved, neatly dressed and physically fit Supervisor, Technician, and Vehicle operator for operation services.
- c. Workmen deployed by the Associates should be well-behaved, non-alcoholic and non-smoker. Chewing pan, pan-masala, gutka, tobacco etc. and spitting by deployed personnel is strictly banned while on duty. They should have good track record and shall have no criminal antecedent. The Associates should submit police verification certificates for the manpower deployed in this contract for character verification as directed by EIC.





- d. The Associates shall arrange, at his cost, uniform/ dress for all its personnel deployed for the work. Design and material of the dress shall be as approved by the Engineer-in-Charge. Workmen deployed by the Associates shall be desired to be neatly dressed, while working at CNG Station.
- e. The Associates shall make arrangement for (i) the accommodation of his personnel at respective locations, (ii) to and fro transportation/ conveyance arrangement for them between their residence to work place and any other place as may be required and (iii) medical assistance/ treatment at his own risk and cost. BGL shall have no obligation towards providing accommodation, transportation and medical assistance to the Associates personal.
- f. After the operation of contract/ deployment of manpower at site, the wages of all manpower should be paid through bank only and mapping of account/ opening of account etc of all manpower has to be done by Associates maximum 01 (One) month from the date of operation of contract. Also, during the period of contract, if any manpower left the site, the Associates has to provide the replacement as per contract and ensure proper mapping of account/ opening of account etc of new manpower has to be done within 01 (One) month from the date of deployment and copy of bank statement should be submitted along with monthly bills.

#### 11.0 DURATION OF THE CONTRACT

The contract shall be valid for a period of **04 years reckoned from the 16<sup>th</sup>** day of issuance of LOA/LOI or the date of commencement/deployment of Mobile Cascade whichever is earlier.

#### 12.0 REPATRIATION AND TERMINATION OF CONTRACT

The Owner/ Engineer-in-Charge reserves the right to terminate the contract on giving 30 Days/ 1-month notice without assigning any reason and upon expiry of such notice period the Associates shall vacate the site/office occupied by him immediately

#### 13.0 INDEMNITY AGREEMENT

The Associates shall exclusively be liable for non-compliance of the provisions of any act, laws, rules and regulations including any amendments / modifications thereof from time, applicable to engagement of workers directly or indirectly for execution of work under this contract and hereby undertake to indemnify the company against all actions , suits, proceedings, claims, damages, demands ,losses etc. which may arise under The Minimum Wages Act, 1948;The Code on Wages, 2019; The Payment of Wages Act, 1936;The Contract Labour (Regulation and Abolition) Act, 1970; The Payment of Gratuity Act, 1972; The Payment of Bonus Act, 1965; The Workmen's Compensation Act, 1923;The Employees' State Insurance Act, 1948;The Employees' Provident Funds and Miscellaneous Provisions Act, 1952;The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979;The Maternity Benefit Act, 1961; The Factories Act, 1948; The Shops & Establishment Acts; or any other applicable acts or statutes for the time being in force, as may be amended from time to time.

#### 14.0 AVAILIBILITY OF SERVICES AND PENALTY





- **A.** In the event of delay in mobilizing the services, a penalty at the rate of 0.5 % of the contract value per week or part thereof shall be recovered from the Associates subject to a maximum of 5 % of the contract value.
- **B.** In the event of delay in mobilization of resources to commence CNG Supply, BGL shall have option to get the work done from any other agency at the risk and cost of the Associates. The expenditure so incurred plus administrative charges @ 20% shall be recovered from Associate's bill without any prior intimation.
- **C.** In absent of Vehicle operator/ supervisor, the penalty shall be deducted from the Associates's bill, Rs. 1.50% of applicable minimum wages declared time to time by Central Govt or state Govt wages whichever is higher.
- D. In case the LCV & MCV/HCV remains absent due to whatsoever reason permissible downtime, a monthly penalty charges on Pro-rata basis applicable for particular LCV & MCV/HCV shall be recovered from Associates's monthly bill/ any of his pending claims –Downtime permissible per Mobile cascade with LCV & MCV/HCV for scheduled & unscheduled maintenance shall be limited to Maximum 08 Hrs per month.
- **E.** In the event of any damage or loss or caused by the deployed LCV & MCV/HCV or manpower to the equipment, property, cascade, cylinder etc belonging to BGL or Retail Outlets, the total cost shall be recovered from the Associates. The damages as determined by BGL shall be final & binding on Associates.
- F. After the operational of contract, Associates has to provide the uniforms & safety shoes within 1 month, incase not wearing/ providing of Uniform & Safety Shoes by any employee during their shift/duty, the penalty shall be imposed Rs. 500/- Per person deducted from Associates running bill per observed any time during the random/regular inspection by EIC or his authorized representative.
- **G.** Maximum penalty imposed in a particular month for non-availability of requisite personnel/ services would in any case not exceed 25% of monthly bill/ value of work done at a particular station in that particular month.
- **H.** Pull out of hose from LCV & MCV/HCV Point at filling Station/ DBS by LCV & MCV/HCV due to negligence of Vehicle operator, the hose will be supplied by Associates or the actual cost material will be recovered from the Associates running bill with additional 20% overheads.
- I. If the Associates fails to arrange / repair the Vehicle Tracking System, then a penalty of Rs. 5,000/- per vehicle per month will be levied & same will be deducted from Associatess running bills. If the same situation continues for more than a month, these vehicles shall be kept aside and no payment shall be made against these LCV & MCV/HCV.
- J. The Associates has to submit recent police verification for all the persons within a period of 90 days from the date of deployment under this contract for character verification, non-submission of character certificate willattract penalty Rs. 1000 per workmen & will deduct from running bill. Incase authority are unable to issue character certificate, letter to be submitted to BGL. Old police verification will not be considered. Date of police verification shall be after date of award of contract only.
- **K.** Penalty for Non-Availability of LCV & MCV/HCV:





- i. It shall be sole responsibility of bidder to arrange maintenance of all Mobile cascades or LCV & MCV/HCV at its base location only. Maintenance time should never be more than 08 hours. Any delay crossing 08 hours shall be penalized with Rs. 12,000.00 immediately and additional penalty on hourly prorata basis maximum up to the monthly ship or pay charge of that LCV & MCV/HCV. In case of non-utilization of monthly maintenance time, hours shall not be carried forward.
- ii. In case of Breakdown of any Mobile cascades or LCV & MCV/HCV for more than 08 hours, either bidder must arrange alternate LCV & MCV/HCV in replacement or a penalty of Rs. 12,000.00 shall be imposed and additional penalty on hourly pro-rata basis maximum up to the monthly ship or pay charge of that LCV & MCV/HCV.
- L. It shall be the sole responsibility of bidder to follow all kind of statutory approvals and renewals time to time required for operation of mobile cascades and LCV & MCV/HCV at Hyderabad. BGL shall provide Maximum three days (Including working and nonworking day) for renewal of statutory compliance. Bidder must submit legal document like expiry date of such approval, rule of the same and renewed statutory certificate to EIC of BGL. For any such kind of statutory approval, bidder must take prior approval from EIC of BGL with proper detail. For any delay beyond three days, penalty of Rs. 1,000.00 per hour shall be applicable.
- **M.** All LCV & MCV/HCV's shall be with vehicle operator. In case of surprise visit if any passenger found in LCV that one instant shall be penalized by Rs. 1,000.00 per instant /LCV.

## 15.0 RESPNOSBILITIES OF THE ASSOCIATES FOR COMPLIANCE WITH LABOUR/ INDSTRIAL LAWS

The Associates should fully comply with all applicable statutory laws, regulations including minimum wages, all applicable general engineering laws and other relevant acts, rules and regulations enforced from time to time.

# A. <u>Associates is required to ensure the following documents to be submitted</u> before settlement of monthly RA Bill:

Quantity of CNG transported from loading stations to retail outlets certified by SIC/ EIC.

- **B.** Monthly bill duly certified by the Associates or his authorized representative.
- C. Associates shall submit bills in duplicate on monthly basis to the Company (not in piece meal). Associates is required to submit the bills within 05 days of the following month, duly filled in all respect, to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 30 days from the date of receipt by the Finance& Accounts Department.
- **D.** It is the sole responsibility of the Associates to adhere to the all-applicable laws from time to time and comply with all the applicable amendments.
- 16. LIABILITY OF TAXES, DUTIES & STATUTORY LEVIES ETC.





The Associates shall be exclusively liable to pay all taxes, duties, Octroi, royalties, fees, etc, including but not limited to Income Tax, Personal Tax, etc. that may be levied or leviable from time to time on Associates, its Sub- Associates and their personnel in respect of the work, services and materials and all contributions, and taxes for unemployment, compensation, insurance and old age pensions or annuities now or hereinafter imposed by any Central or State Government authorities BGL shall deduct at source any other taxes, levies or duties imposed by Central Govt./ State Govt./ Statutory Authority at the applicable rates - present or future from the sums payable to the Associates. The rates quoted by the Associates shall be deemed to be inclusive of all such taxes.

#### 17. GOODS &SERVICE TAX

Goods &Service Tax extra 5% under RCM basis. This rate may vary as per Government of India Guidelines published from time to time during the tenure of contract.

#### 18. RATES TO BE QUOTED

The rates quoted by the bidder shall be inclusive of services, taxes/ duties including services tax, work contract tax, Toll tax, all levies of State Govt enforced from time-to-time; statutory requirements, compliance of labor laws, cost of - personnel (including as per the minimum wages of the central govt. applicable, PF, ESI, accommodation, transportation etc.), printed materials, office infrastructure, telecommunication expenses, insurances, administrative expenses, contingencies etc and Associates's profit and any unforeseen expenditure which may be required for the successful completion of the works covered under the scope of work excluding service tax.

While quoting the rate for LCV & MCV/HCV Associates must consider the following:

- All arrangement towards consumable, fuel, lubricants, road permit, insurance of LCV & MCV/HCV, road tax, sale tax, any other kind of tax, repair & maintenance of LCV & MCV/HCV shall be sole risk & cost of Associates & would be considered as included in rates quoted. The LCV & MCV/HCV shall duly register with respective RTO for transportation of CNG. Each LCV & MCV/HCV shall have valid road permit, sufficient tool, spares for running/repair to be carried en-route. Associates shall make adequate arrangement for fuel/ lubricants so that operation is not affected.
- 2. All arrangement towards consumable, spares, insurance, repair & maintenance, statutory approval, hydro testing of mobile cascades shall be sole risk & cost of Associates & would be considered as included in rates quoted.

#### 19. CONTRACT CUM PERFORMANCE BANK GUARANTEE

i. After finalization of the Contract, whenever work order is issued by the Owner, ASSOCIATES shall furnish to the Owner within 30 (Thirty) days from the date of issue of work order, an unconditional Contract Performance Bank Guarantee from a nationalized/ scheduled bank of India or any international bank of repute having a branch in India for due Performance of the Contract for a sum equivalent to 3% of the one year's Contract Value. This Contract-cum-Performance Bank Guarantee shall be drawn in favour of the Owner and shall be initially valid for a period adequate to cover up to 90 days after end of defect liability period.





- ii. In the event, completion of work is delayed/ extended beyond the scheduled completion date for any reason, whatsoever, the ASSOCIATES shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- The Owner shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the ASSOCIATES failing to honor any of the commitment's entered into under this Contract and or in respect of any amount due from the ASSOCIATES to the Owner. In case ASSOCIATES fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security amount and no compensation for the works performed shall be payable upon such termination. Upon completion of the works as per completion schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Associates's warranty/ guarantee for the work done by him or for the works supplied and their Performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall be in force from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC.
- iv. The ASSOCIATES shall also arrange for the Contact Performance Bank Guarantee to remain valid until the expiration of the guarantee period for the entire work order period.
- v. In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the ASSOCIATES may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

#### 20. DISCIPLINE

ASSOCIATES shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international practice. ASSOCIATES shall maintain strict discipline and good conduct among its employees and shall abide by and conform to all rules and regulations promulgated by the BGL governing the operations. Should BGL feel that the conduct of any of ASSOCIATES's employees is detrimental to BGL's interest, the Engineer – in – Charge shall have the unqualified right to ask for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The ASSOCIATES shall unconditionally comply with such instructions at his own expense. The Associates shall be responsible for the discipline and good behavior of all his personnel deployed in the Service contracted out and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-In-Charge. The decision of the Engineer-In-Charge in this matter shall be final and binding on the Associates.

#### 21. DEFENSE OF WORK

If any action in court brought against owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the ASSOCIATES to perform any acts, matters, covenant or things under the contract or injury caused by the alleged omission





or negligence on the part of the ASSOCIATES, his agent, representative of his sub-ASSOCIATES or in connection with any claim based on lawful demand of sub ASSOCIATES's workmen supplier or employee, the ASSOCIATES shall in such cases indemnify and keep the owner and /or their representatives harmless from all lesson, damages, expenses, decreases arising out of such action.+

#### 22. COMPLETION CERTIFICATE

Within 15 days of the completion of the work in all respect, the ASSOCIATES shall be furnished a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed fully until all documents and reports at each and every stage of the work including but not limited to compliance with all applicable statutory labour laws, and the final completion report as mentioned in the Scope of work is submitted and accepted. Deliverables are included in the Scope of Work. The reports will be in computerized form on suitable package. Three hard copies of the reports, etc shall also be submitted along with soft copy. The quality of deliverables shall be accepted by the Engineer-in-Charge whose decision shall be binding and conclusive.

#### 23. OWNER NOT BOUND BY PERSONAL REPRESENTATION

The ASSOCIATES shall not be entitled to increase on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

#### 24. DOCUMENTATION/ REPORT

The ASSOCIATES shall maintain all records and relevant documents as required as per the instructions of Engineer-In charge. The ASSOCIATES shall submit detailed reports to BGL compiling the salient features and/or outcome of the work immediately after conducting the work. BGL shall review the reports submitted by the ASSOCIATES and offer its comments, which shall be incorporated in subsequent reports by the ASSOCIATES.

#### 25. DISPOSAL OF UNSERVICEABLE MATERIALS, PACKINGS ETC.

- i. Disposal of the damaged/ unserviceable materials, consumables, packing, etc shall be the responsibility of the Associates.
- ii. The Associates shall dispose off the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge. Disposal area shall be arranged by the Associates at his own risk and cost.
- iii. The Associates shall sort out, clear and stack the serviceable materials obtained during the maintenance/ replacement at places as directed-by the Engineer In Charge.
- iv. No extra payment shall be made on this account. The quoted rates shall be inclusive of such disposals.





v. The Associates shall be the custodian of the dismantled materials till the Engineer-In-Charge takes charge thereof.

#### 26. GUARANTEE/ DEFECT LIABILITY PERIOD

- i) This is a Service Contract. There will be No Defect Liability Period for this contract. However, the Contract Performance Bank Guarantee shall be released after 03 (Three) months of completion of the contract. Incase Associates fails to comply Clause no. 15.BB.1 of SCC, the bank guarantee will be extended for further period.
- ii) The guarantee will cover any repairs required or claims arising due to faulty or substandard workmanship. This will also include the repair and maintenance of any reinstatement undertaken by the ASSOCIATES. Such rectification of reinstatement may be carried out by BGL or a third party ASSOCIATES BGL's behalf and any such costs incurred by BGL will be recovered from the ASSOCIATES under the guarantee. Any acceptance or reinstatement by the concerned owner of property or BGL is conditional at the time of acceptance and does not absolve the ASSOCIATES from the responsibility for further maintenance throughout the guarantee period.
- iii) The guarantee may also be used for the recovery of any adverse variations in the material reconciliation at the end of the job, work order or project, and for any damage or loss to plant and equipment loaned to the ASSOCIATES by BGL.

#### 27. OFF-LOADING

Further to the provisions as per relevant clause of GCC of Contract, in the event the Associates is not performing to the satisfaction of Engineer-In-Charge, BGL is entitled to execute the uncompleted portion without being in anyway liable for any compensation payment to the Associates on account of such cancellation and off-load the uncompleted portion to another Agency/ Associates in order to ensure satisfactory performance of the work at the risk and cost of the Associates.

#### 28. SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

#### 29. CONSEQUENTIAL DAMAGES

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

**30.** The Unit Rates quoted shall be kept firm till the contractual completion period.

#### ADDITIONAL IMPORTANT DOCUMENTS TO BE SUBMITTED:

#### 31. FITNESS CERTIFICATE OF VEHICLES





# [TO BE SUBMITTED BEFORE DELOYMENT OF LCV immediately after placing the LOI /FOA]

Associates will be required to submit valid Fitness certificate(s) of the deployed LCV /MCV/HCV issued by the appropriate authority before deployment of the respective LCV /MCV/HCV.

Associates will be required to submit valid test certificates / hydro testing certificate(s) of the deployed CASCADE issued by the appropriate authority before deployment of the respective CASCADE.

Any fee paid towards inspection of the LCV shall be deemed to have been included in the quoted/ awarded rate. No extra charges shall be payable.

#### 32. SITE CONDITIONS:

- i. Tentative average sale at one station is 1500 kg.
- ii. Presently estimated time for loading of 3000WL capacity cascade is 45 min.
- iii. Presently estimated time for un loading of 3000WL capacity cascade is 03:30 hrs.
- iv. Presently estimated time for round trip transportation is 03:00 hrs.
- v. Space available for vehicle at CNG unloading station is 6.5 M X 2.5M.

Considering the above parameters, suitable size, capacity and no. of cascades along with vehicle to be considered for delivering minimum 01 lakh KG CNG per month. If demand increases than accordingly additional vehicles may be deployed.