BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

TENDER FOR HIRING OF CONTRACTOR FOR MDPE PIPELINE AND ABOVE GROUND GI INSTALLATION INCLUDING LMC AT CONSUMER END IN BHAGYANAGAR GAS LIMITED VIJAYAWADA GA

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

e- tender

Bid Document No.: BGL/746/2026-27

VOLUME-I of II

Digitally signed by Pradeep Kumar Yadav
Date: 2026.05.22 19:54:41 IST

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

Website for Online bid Submission: https://petroleum.ewizard.in

Prior uploading all the Techno-Commercial PDF Tender Documents on e-wizard portal (https://petroleum.ewizard.in please ensure that all the documents should be Digitally Signed.

Details in Annexure- 1:
INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING SECTION IN BID DOCUMENT.

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Annexure – 1

INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING

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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 https://petroleum.euniwizarde.com/ 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: helpdeskeuniwizarde@gmail.com 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.

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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 (https://petroleum.euniwizarde.com/) only.

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SECTION- I

INVITATION FOR BID (IFB)

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Date: 2026.05.22 19:54:41 IST

Ref No: BGL/746/2026-27 **Date: 22.05.2026**

To,

PROSPECTIVE BIDDERS

SUB:Tender for Hiring of Contractor for MDPE Pipeline and above ground GI Installation including LMC at consumer end in Bhagyanagar Gas Limited Vijayawada GA

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	Tender for Hiring of Contractor for MDPE Pipeline and above ground GI Installation including LMC at consumer end in Bhagyanagar Gas Limited Vijayawada GA
(B)	TENDER NO. & DATE	**BGL/746/2026-27 Dated: 22.05.2026**
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM: - TWO BID SYSTEM: ✓
(D)	TYPE OF TENDER	E-TENDER: ✓ MANUAL: -
(E)	COMPLETION/CONTRACT PERIOD	21 Months from the date of placement of FOA/LOA
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE: ✓ NOT APPLICABLE: - **Amount: Rs 8.06 Lakhs (Rupees Eight Lakhs Six Thousand Only).** **PPP 2012 is not applicable.**

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(F1)	DECLARATION FOR BID SECURITY	Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 22.05.2026 to 12.05.2026 15:00 Hrs, IST) on following websites: i) www.bglgas.com/tenders ->e-tender on website ii) www.cppportal/e-publish iii) https://petroleum.ewizard.in The bidders are requested to submit soft copies of their bid electronically on the e-Wizard Portal. iv) (https://petroleum.ewizard.in) using valid Digital Signature Certificates.:
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 28.05.2026 Time : 11:00 Hrs Venue : Virtual
	https://teams.microsoft.com/meet/45075467552012?p=R9VSoODoFxBxRTC3h1 Meeting ID: 450 754 675 520 12 Passcode: 2BX6fp7P	
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 12.06.2026 Time : 15:00 hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 12.06.2026 Time : 16:00 hrs
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Pradeep Kumar Yadav Designation: Manager Phone No. & Extn : 040-23236983 Direct No.: e-mail : pradeep.yadav@bglgas.com/ cnp@bglgas.com
[	DEALING BGL'S OFFICE ADDRESS	**Bhagyanagar Gas Limited** 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004

2.0 **EVALUATION BASIS**

As per relevant clause of Bid Evaluation criteria.

3.0 i) Bid Document calls for offers on single point "Prime Bidder" Responsibility basis. Bidders are therefore advised not to submit offers in "Consortium" or "Joint Bid". Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.

ii) Order will be placed on the "Prime Bidder" alone who will be responsible for all

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

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

4.0 The following documents in addition to uploading in the e-bid on BGL e-tendering portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded along with the e-bid within the Due Date & Time of Bid Submission:

i) EMD/Bid Bond (if applicable)
[Note: Submission of original is not applicable for online banking transaction]
ii) Line of Credit (if applicable)

5.0 Bidder must furnish turnover details for the last three financial years along with their bid. It may please be noted that in case performance is not satisfactory, the offer is liable to be rejected.

6.0 Bidder shall ensure that Bid Security having a validity of 04 **months** from the bid due date, must accompany the offer.

7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail/Physical bids shall be rejected. Only bid submitted through e-wizard portal - **https://petroleum.ewizard.in/** will be accepted.

8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever.

9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document

10.0 ~~The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may likely to be present in the bid opening shall be attended as per the e-tendering procedure through online mode. However, date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.~~

11.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt. / Public Sector Undertaking of India.

12.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/ EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT**

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FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.

13.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 7 days of due date of submission of bid on the following address:-

Pradeep Kumar Yadav,. Manager (C&P)
Bhagyanagar Gas Limited
4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004
Ph No.: 040- 23236983
Fax. No.: 040- 23245081
Email: **pradeep.yadav@bglgas.com/cnp@bglgas.com**

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

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

Please specify the Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,
FOR AND ON BEHALF OF
Bhagyanagar Gas Limited

Enclosure: Bid Document

Manager (C & P)

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SECTION 2

BID EVALUATION CRITERIA

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BID EVALUATION CRITERIA

A. TECHNICAL BEC CRITERIA:

A.1 The bidder should have executed/completed at least one single work order of minimum value as mentioned below in A.1 (i)/A.1(ii)/A.1(iii) for laying of MDPE Pipeline Network / MDPE & GI including last mile connectivity (LMC) with marketing or DMA activities for supply of Piped Natural Gas (PNG) to domestic customers for any City Gas Distribution company in the preceding 7 (seven) years reckoned from the bid due date.

(i) Experience of at least one (01) similar work order/contract of minimum value as **Rs. 96.99 Lakhs.**

Or

(ii) Experience of at least two (02) similar work order/contract having minimum value as **Rs. 60.62 Lakhs** in each.

Or

(iii) Experience of at least three (03) similar work order/contract of minimum value as **Rs. 48.50 Lakhs** in each.

DOCUMENTS/DOCUMENTARY EVIDENCE REQUIRED TO BE PROVIDED BY PARTICIPATING BIDDER ALONG WITH THE UN-PRICED BID TO QUALIFY/ MEET THE REQUIREMENTS OF BEC (TECHNICAL):

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Sl. No.	BEC (TECHNICAL)	Document (s) required to quality BEC:
(i)	Documents required in support of Clause Nos A.1 under Technical Criteria.	Copy of: (a) Detailed work order along with Schedule of Rates. (b) Completion certificate/ final processed invoice or Service Entry Sheet(s) issued by end user / Owner. Note: (i) The completion certificate shall have details like work order no. / date, brief scope of work, completion date etc. (ii) In case of annual rate contract – satisfactory work execution certificate issued by the end user / owner. (iii) In case of a running contract, Execution certificate submitted by a bidder against work contracts shall also be considered in place of completion certificate for meeting the required experience criteria, provided the certificate is issued by the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) and the asset for which a said execution certificate has been issued is ready for commercial use as certified by End user/Owner/Authorized consultant. Note: The completion certificate/execution certificate issued on Letter head of the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) shall have details like work order no. with date, brief scope of work, completion date, quantity (completed/executed), contract value, executed value*, name and designation of authorized signatory etc.
(ii)	**Jobs executed for Subsidiary / Fellow Subsidiary / Holding Company:**	Copy of: Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary/ Holding Company.

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(iii)	Experience against execution of Running Contract.	(a) Copy of WO/LOA/Contract (along with SOR) in the name of bidder issued by the end user/owner/authorized consultant clearly indicating Name of Work, Contract Value, Contract Duration, Date of Work Order. (b) Copy of Execution Certificate or equivalent (against the running rate/maintenance contract) clearly mentioning the reference to Work Order/LOA/Contract/Agreement No., executed value till one day prior to due date for bid submission, which must be equal to or more than the minimum prescribed value mentioned in BEC Technical Criteria Sr. No. A.1. Note- The execution certificate or equivalent should have been issued by the end user/owner/authorized consultant.
(iv)	**FOR AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF TECHNICAL CRITERIA:**	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.

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NOTE:

I. A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

II. In case the bidder is executing a contract of above nature which is still running and the contract executed value till one day prior to the due date of submission is equal to or more than the minimum prescribed value or no. of connections, as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner /authorized consultant.

III. Execution certificate issued by the end user / owner / authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for use.

IV. In case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

V. In case more than one contract are emanating against one tender, all such individual contracts are to be considered as separate single contracts for evaluation of credential of a bidder for meeting their experience criteria.

VI. Experience acquired by a bidder as a sub-contractor will not be considered.

VII. Bids of joint venture/ Consortium will not be acceptable.

B. FINANCIAL BEC CRITERIA:

B.1 Average Annual Turnover

The Minimum Average Annual Financial Turnover shall be equal to or more than Rs. 60.62 Lakhs during the immediate three preceding financial years (i. e. FY 2023-24, 2024-25 & 2025-26) of the bidder. In case bidder has not completed audited financial results for FY 2025-26, the financial results shall be considered for FY 2022-23, 2023-24 & 2024-25

B.2 Net worth:

Net Worth of the bidder must be Positive for preceding financial year as per last audited financial statement.

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B.3 Working Capital

The Minimum Working Capital of the bidder shall be Rs. 12.12 lakhs as per the last audited financial statement.

DOCUMENTS/DOCUMENTARY EVIDENCE REQUIRED TO BE PROVIDED BY PARTICIPATING BIDDER ALONG WITH THE UN-PRICED BID TO QUALIFY/ MEET THE REQUIREMENTS OF BEC (COMMERCIAL & FINANCIAL):

Sl. No.	BEC (FINANCIAL)	Document (s) required to quality BEC
(i)	**Average Annual Turnover**	**Average Annual Turnover:** Audited Financial statements including Balance sheet, Profit & Loss Account etc. for three preceding financial years. In case the tender having closing date of the bid is after 30th September 2026, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
(ii)	**Net worth** Net worth of the bidder shall be Positive as per the last audited financial statement.	**Net Worth:** Audited Financial statements including Balance Sheet, Profit & Loss Account etc. for immediately preceding financial years.
(iii)	**Working Capital**	**Working Capital:** Audited Financial statements including Balance sheet, Profit & Loss Account etc. for immediately preceding financial year. In case of inadequate or negative working capital, line of credit for working capital issued on or before the final bid due date shall be submitted from the bidder's Bank (as per Format- 11) having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit at least for working capital requirement as stated in BEC. **Net Worth/ Working Capital:** In case the tender having the closing date of the bid is after 30th September 2026, Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year i. e. 2024-25
(iv)	**FOR AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF FINANCIAL CRITERIA:**	**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

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		(F-10) 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 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.

Note:

i) Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format.

ii) In absence of requisite documents, M/s.- Bhagyanagar Gas Limited have reserves the right to reject the bid without making any reference to the bidder.

iii) Further, a copy of Audited Annual Financial Statements [Balance Sheet and Profit & Loss Account Statement] submitted in bid shall be duly certified / attested by Notary Public with legible stamp.

All documents in support of BEC should be scanned and uploaded in the e-wizard portal.

C. GENERAL:

Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BGL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against BGL query. Any information/ documents issued post final bid due date shall not be considered for evaluation.

Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

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In absence of requisite documents M/s- Bhagyanagar Gas Limited reserves the right to reject the Bid without making any reference to bidders.

D. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE 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), AS AMENDMED TIME TO TIME:

Not Applicable.

In absence of requisite documents M/s- Bhagyanagar Gas Limited reserves the right to reject the Bid without making any reference to bidders.

3.0 EVALUATION AND AWARD CRITERIA:

1. The below evaluation / distribution methodology will be considered for evaluation and awarding purpose:
   i. A bidder must quote all the SOR items with mentioned quantities in respective parts, failing which bid shall not considered for evaluation.
   ii. The evaluation of techno-commercially qualified bidders shall be done on overall basis.
   iii. Award shall be done to techno-commercially acceptable Lowest (L1) cost basis to 04 (**four) bidders ratio of 40%, 20%, 20% & 20% of total tendered quantity. Accordingly, L2, L3, L4 bidders shall ask to match their quoted rates with L1 bidder rates. In case L2, L3, L4 bidder does not agree to match their quoted rates with L1 bidder rates then next lowest bidders i.e. L4, L5, L6….. on sequential basis, shall be asked to match their rates with L1 bidder rates.**
   iv. **In case non-of bidder have agreed to match with L1 rate, the entire balance qty. i.e. 60% qty. shall be re-tendered.**
   v. **In case only one bidder agreed to match with L1 rate, the balance 40% qty. shall be equally divided between 02 bidders.**
   vi. **In case only two bidders agreed to match with L1 rate the balance 20% qty. shall be distributed among 03 bidders at a ratio of 8:6:6, where division results in fraction anything with 0.5 or higher is rounded up to next whole number.**
   vii. In case of tie, the bidder shall be considered for the award having the highest average annual turnover.
   viii. Bidders to note that in case of retendering of balance quantity bidder to whom contract has been awarded against this tender shall not be considered for award for the retendered quantity and therefore shall not participate in retender. In case such bidder participates against the retendering of the balance quantity of this tender, the bid will not be evaluated

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

   Public Procurement Policy -2012 is Not Applicable for Micro and Small Enterprises (MSEs) in this tender.

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Tender for Laying of MDPE, LMC including Ground Connection		
Sr.No	**Award Criteria**	**Location Details**
1	40%	Kanuru, Poranki, Enikepadu, Ayyapanagar, Patamata, Governorpeta
2	20%	Bhavanipuram, Urimila Nagar, Jojinagar, Kablea, Vidhyadarapuram, PNT colony
3	20%	Gurunanak Colony, Currency Nagar, Prasadampadu, Ramvarpadu, Gunadala, Bank Colony, Moughalrajpuram
4	20%	Ajithsingh Nagar, Madhuranagar, Payakapuram, Rajiv nagar, RR peta
	100%	

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SECTION-03

INSTRUCTIONS TO BIDDERS

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INSTRUCTION TO BIDDERS

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AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

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[A] – GENERAL

1 SCOPE OF BID

1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/BGL occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender'& 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by BGL/ GAIL or Public Sector Project Management Consultant (like Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is put on 'Holiday' by BGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

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2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.
It shall be the sole responsibility of the bidder to inform BGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.38 of ITB.

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

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

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 favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BGL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" - 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 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

a) they have controlling partner (s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in agreed Form and Formats Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

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4.3 Alternative Bids shall not be considered.

4.4 The provision 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 & TENDER FEE

5.1 COST OF BIDDING

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

6.0 SITE VISIT

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

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against BGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for BID
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III :Instructions to Bidders [ITB]
  Annexure
  Forms & Format
- Section-IV : Agree Terms and Conditions
- Section-V : Forms & Format
- Section-VI : General Conditions of Contract [GCC]
- Section-VII: Special Condition of Contract & Scope of Work
- Section-VIII: Schedule of Rates

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

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] &Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BGL in writing or by fax or email at BGL's mailing address indicated in the BIDs no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. BGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BGL may respond in writing to the request for clarification. BGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on BGL's tendering web site [http://www.bglgas.com/ communicated to prospective bidders by e-mail/ fax.

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

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9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

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

11.1. Techno-Commercial Un Price Bids

11.1.1 Techno-commercial / Un Priced bid and shall upload /contain the following components.

a) Covering letter.
b) Bidder's General Details/information as per F-1
c) Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
d) Bid Form as per F-2
e) Bid security/EMD in accordance with Clause 16 of "ITB" shall be furnished in Original in the form of Banker's Cheque /Bank Draft payable to Bhagyanagar Gas Limited at Hyderabad or Bank Guarantee as per FORM F-3.
f) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
g) Details of similar work done and Specific experience during past seven years.
h) Annual Turnover details as called for in qualifying requirements.

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i) Compliance to Bid Requirement/Exception Deviation Statement as per Proposal FORM F-6.
j) Details of PF Registration No as per the proposal FORM F-9.
k) Reply to Commercial Questionnaire/Agreed Terms & Conditions Section-4.
l) Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced & Priced bid opening on specified dates and venue as per FORM F-8(i, ii).
m) Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
n) Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
o) Technical details/documents as per bidding document.
p) Any other information/ details required as per requirement of bidding documents.

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

11.2. **Priced bids –**

PRICE BID of the Bid shall be uploaded under tab "Step 3: SOR Attachment" of ……." page in the BGL E-TENDER Portal i.e., **https://petroleum.ewizarde.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 Document 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 BGL website.

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

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

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. 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

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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, in case of manual tendering; 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.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.
Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder

12 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by BGL.

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.

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12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions and SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

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

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

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

13.1 Bidders are required to 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 (CGST & SGST or IGST or UTGST)**.Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BGL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BGL to the government exchequer, then, that Contactor shall be put under Holiday list of BGL for period of six months after following the due

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procedure. This action will be in addition to the right of recovery of financial implication arising on BGL.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

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

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

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

13.6.1 Owner/BGL will reimburse **GST (CGST & SGST/UTGST or IGST)**to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)**as quoted by the bidder, subject to any statutory variations,

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except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)**is applicable will be modified on pro-rata basis.

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

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

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

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

Where BGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BGL or ITC with respect to such payments is not available to BGL for any reason which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier /Service Provider.

13.9 Contractor/ Service Provider shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)**is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.

13.10 **Anti-profiteering clause**
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in

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prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

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

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

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

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

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

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.14 **<u>Provision w.r.t. E- Invoicing requirement as per GST laws</u>**

(a) Provision to be included in tender for Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to "Taxes & Duties" / "GST (CGST & SGST / UTGST or IGST" of Model ITBs]

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law

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will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by M/s.Bhagyanagar Gas Ltd. as no ITC (Input Tax Credit) is allowed on such invoices. Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to M/s. Bhagyanagar Gas Ltd. for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non E-invoicing cases), then BHAGYANAGAR GAS LTD. 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 / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Form F-18 along with documents for release of payment.

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

13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BGL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BGL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BGL.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be

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required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT –

16.1 Bid must be accompanied with earnest money **(i.e Earnest Money Deposit (EMD)** also known as **Bid Security)** in the form of **'Demand Draft'** / **'Banker's Cheque'/ 'Insurance Surety Bond' / 'Fixed Deposit Receipt' [**in favour of **Bhagyanagar Gas Limited** payable at place mentioned in **BDS]** or **'Bank Guarantee (including e-bank guarantee)'** strictly as per the format given in form F2B 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. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months**.**

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

16.2 BGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee' **(**including e-bank guarantee), the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural 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. Purchaser will verify the BG from issuing bank.

16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BGL as non-responsive.

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

16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 37 of ITB.

16.6 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

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(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.

16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.8 **MSEs (Micro & Small Enterprises) are NOT exempted** from submission of EMD in accordance with the provisions of PPP-2012 and Clause 39 of ITB. Further, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

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 BGL. The forfeiture amount will be subject to final decision of BGL based on other terms and conditions of order.

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.

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16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause no. 16.8 above are required to submit Declaration for Bid Security as per proforma at Form F-2.

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 of pre-bid meeting 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 their interest through email (at least 2 hours prior to the scheduled time of pre-bid meeting) along with details 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. The Bidder must submit their queries / clarifications to BGL as in the format in bid document, as mentioned at clause no. 8.0 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 BGL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.5 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

(a) Firm Price
(b) Earnest Money Deposit / Bid Security (if applicable)
(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 (if applicable)
(h) Contract Performance Security (if applicable)
(i) Guarantee / Defect Liability Period (if applicable)
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court
(k) Force Majeure & Applicable Laws
(l) Integrity Pact, (if Applicable)
(m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 E-PAYMENT: Payments may be made through electronic modes via NEFT/RTGS etc.

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[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. **No Manual/ Hard Copy (Original) offer shall be acceptable.**

21.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in 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/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.

22.3 BGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BGL's website/ communicated to the bidders.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of BGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Tendering system of BGL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter. Where the bid bond/EMD/ 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 EMD /physical documents 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.

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24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 **IN CASE OF E- TENDERING :**

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 for submission as per tender document.

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

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

26 BID OPENING

26.1 ***Unpriced Bid Opening :***
BGL will open unpriced bids at the schedule date & time.

26.2 ***Priced Bid Opening***:

26.2.1 BGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive.
Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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.

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28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact BGL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence BGL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BGL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

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

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers

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may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.

ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.

iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria

iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or

v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS:

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

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.

(iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

(iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid 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.

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

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accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

31 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.
Refer BDS for tie breaker criteria.

32 COMPENSATION FOR EXTENDED STAY *[FOR APPLICABILITY OF THIS CLAUSE REFER* bid document*]*:- **Not Applicable**

32.1 ~~In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.~~

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

33 PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

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[F] – AWARD OF CONTRACT

34 AWARD

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

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

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

35.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

36 SIGNING OF AGREEMENT

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

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

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stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

37.1 SD/CPS @ 10% OF Total Order /Contract value in case contract period is less than one year or 10% of annualized order/contract value in case contract period is more than one year.
OR
Initial Security deposit (ISD) @ 2.5% of Total order/contract value in case contract period is less than one year or 2.5% of annualized order/contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of total order/contract value in case contract period is less than one year or 10% of annualized order/contract value in case contract period is more than one year.

The Contract Performance Security will be obtained for a period of 90 days beyond the contract period/ duration and applicable Warranty/ Guarantee /Defect Liability Period (if any).

Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BGL, the successful bidder shall furnish the contract Performance Bank Guarantee (CPBG) in accordance with of General Conditions of the Contract. The CPBG shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e-bank guarantee) or Letter of Credit and shall be in the currency of the Contract. However, CPBG shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

However, on consent of BGL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPS / SD. However, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

Further, where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting, further period for submission of CPBG (beyond 60 days) with application of aforesaid penal interest, can be given on consent of BGL This provision is applicable only in case where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting. In such case, Security Deposit (along with aforesaid applicable interest as on date of

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release of payment) can be deducted from the due payment of contractor/ vendor/supplier/consultant against such order/ contract.

For remaining cases, non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/ contract and subsequent actions following termination as per the tender.

The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD) & deduction of applicable interest OR deduction of Contract Performance Security (CPS)/ Security Deposit (SD) along with applicable interest from the due payment as mentioned herein above.

37.2 The contract performance security shall be for an amount equal to specified in bid document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.
Bank Guarantee towards CPBG shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

37.4 The CPBG has to cover the entire contract value including extra works/services also. As long as the CPBG 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 CPBG. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPBG.

37.5 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGL. The forfeiture amount will be subject to final decision of BGL based on other terms and conditions of order.

37.6 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

37.7 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

37.8 Further, the bidder can submit CPBG online through issuing bank to BGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref

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number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BGL.

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

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

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-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 Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL) to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL), such decision of Bhagyanagar Gas Limited (BGL) shall be final and

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binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES : Not Applicable

39.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs)

~~i) Issue of tender document to MSEs free of cost.~~
~~ii) Exemption to MSEs from payment of EMD/Bid Security~~.
~~iii) In Tender Document participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.~~
~~Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.~~
~~This quota is to be transferred to other MSEs in case of non-availability of MSEsowned by SC/ST entrepreneurs.The quoted prices against various items shall remain valid in case of splitting ofquantities 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:-~~
~~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~~

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~~appropriate documentary evidence in this regard.~~

39.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:
"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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.

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

39.4 If against an order placed by BGL, 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 of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

39.5 The 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. If the major activity of the MSE is Trading/Services (Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. However, irrespective of product category, the benefits of Public Procurement Policy w.r.t. exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. Further, for considering Purchase Preference benefits, the bidder should be a

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Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.

39.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

39.7 Deleted

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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 Contractor/Bidder.

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

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

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

41 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated 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, wherever applicable, shall be deducted as per applicable act/law/rule.

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.

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

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

43. RESOLUTION OF DISPUTES/ARBITRATION

1. CONCILIATION:

Bhagyanagar Gas Limited will frame the Conciliation Rules 2023 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within

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a reasonable time, may be referred for conciliation in accordance with BGL Conciliation Rules 2023 as amended from time to time. A copy of the said rules shall be made available on BGL's web site i.e www.bgl.co.in

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited Conciliation Rules, 2023. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. 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.

2. **ARBITRATION**

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.7 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, BGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court / High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Hyderabad International Arbitration Association (HIAA) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BGL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BGL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of BGL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ''Delhi International Arbitration Centre'.

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

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2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Hyderabad, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.

2.6 List of Excepted matters:

a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BGL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.

2.8 DELETED

2.9 Arbitration Awards

i) In cases where the BGL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the BGL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to BGL should the subsequent court order require refund of the said amount.
ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BGL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of BGL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and BGL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

3. **GOVERNING LAW AND JURISDICTION:**

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at

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Hyderabad for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

44 Deleted

45 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITALMEANS: Not Applicable.**

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. **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.

48. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

As mentioned in Section-II, Prior turnover and prior experience 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 and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

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 goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value asper

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Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BGL will release the payment to supplier/ contractor/ 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 BGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. BGL 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 BGL in future to the Supplier/Contractor under this contract or under any other contract.

50. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)- Works:

(i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
(ii) Sub-contracting by the contractor without the approval of BGL shall be a breach of contract, unless explicitly permitted in the contract.
(iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

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Annexure-A

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

Offers of those bidders (not under Consortium arrangement) who themselves 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.

i) An agreement (as per appendix A1) between the bidder and the supporting company.

ii) Guarantee (as per appendix A2) by the supporting company to BGL for fulfilling the obligation under the Agreement.

iii) Undertaking by supporting company to provide a performance bank guarantee as per appendix A3) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In 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.

iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by 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 (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.

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

(a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
https://www.xe.com/currencyconverter
https://economictimes.indiatimes.com/markets/forex/currency-converter
https://www.oanda.com/currency/converter

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Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

a) M/s._____ (Bidder) will submit an offer to BHAGYANAGAR Gas for the full scope of work as envisaged in the tender document as the main bidder and liaise BHAGYANAGAR Gas directly for any clarifications etc. in this context.

b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by BHAGYANAGAR Gas.

c) The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till the validity of bidder's offer to BHAGYANAGAR Gas including extension if any and till satisfactory performance of the contract, the same is awarded by BHAGYANAGAR Gas to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BHAGYANAGAR Gas.

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

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period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

M/s BHAGYANAGAR Gas Limited, a company duly registered under the law of India having its Registered Office at 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004 India, and having Purchase center at……hereinafter called "BHAGYANAGAR Gas" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.

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

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

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

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

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

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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

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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)

M/s _____
Signature_____
Name_____
Designation _____
Official seal_____

Witness:

1. Signature_____
   Full Name _____
   Address_____

2. Signature _____
   Full Name _____
   Address_____

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INSTRUCTIONS FOR FURNISHING GUARANTEE

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

1. 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.

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Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

"Obligations contained in deed of guarantee No. _____furnished against tender No. _____are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."

The above certificate should be enclosed along with the Guarantee.

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Appendix-A3 to Annexure-A

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

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BHAGYANAGAR Gas Limited

_____

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____(herein after called CONTRACT/ ORDER) for BHAGYANAGAR Gas Limited having registered office at 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004 (herein after called the "BHAGYANAGAR Gas" which expression shall wherever the context so require include its successors and assignees).

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

1. We (name of the bank) _____registered under the laws of _____having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted

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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.

2. 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.

3. The Bank further agrees that BHAGYANAGAR Gas shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BHAGYANAGAR Gas against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BHAGYANAGAR Gas or any indulgence by BHAGYANAGAR Gas to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. 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.

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5. This Guarantee shall not be discharged by any change in our constitution, in the Constitution of BHAGYANAGAR Gas or that of the 'SUPPORTING COMPANY'.

6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

7. 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.

8. 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 guarantee) _____.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____granted to him by the Bank.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____(this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of … …… (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:
Name …….
Designation ……..

Yours faithfully,

_____

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

(Sign & Seal of Bidder)

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In the case of a foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Hyderabad.
2. The Bank Guarantee by Bidders will be given from the bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or it's equivalent in foreign currency along with documentary evidence.

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

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			
7	**BG CONFIRMATION BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

(Sign & Seal of Bidder)

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Annexure-B

GUIDELINES REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

   Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

   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:

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i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "**Agent**" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

(i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

(ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. "**Transfer of Technology**" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology

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to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

(iii) "**Specified Transfer of Technology**" means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

5. SUBMISSION OF CERTIFICATE IN BIDS:

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

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B

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.

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.

6. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

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

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Form-I to Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s BHAGYANAGAR GAS LIMITED
_____

SUB:

TENDER NO:

Dear Sir,

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

(i) Not from such a country [ ]

(ii) If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) [ ]

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

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

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

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Form-II to Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s BHAGYANAGAR GAS LIMITED

_____

SUB:

TENDER NO:

Dear Sir

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

(i) not from such a country [ ]

(ii) if from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) [ ]

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

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

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

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

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Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defense
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 30 Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

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Annexure-C

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FPPNG-Part (4) (E-17013) dated 21.08.2024 has notified the Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)-Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-200 I *312120* I7-FP-PNG-Part (4) (E-41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated inflammable environment of Oil and Gas processing industry.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be

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installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

a) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

b) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

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'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means Bhagyanagar Gas Limited. (BGL)

(i) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

3A Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

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(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-I LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS

(a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

(b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher

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'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the

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highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE

Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide self-certification (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate 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 suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Auhtority who is empowered to look into procurement related complaints.

d. Nodal Ministry may constitute committees with internal and external

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experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BGL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

e. In case of false declarations, BGL shall initiate action for banning such manufacturer/supplier/service provider as per as per BGL extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptlybrought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

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FORM-1 of Annexure-C

UNDERTAKING FOR APPLICABILITY OF POLICY
(APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

M/S BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s_____***(Name of Bidder)*** hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	

Note:

(i) Please indicate your preference against only one policy.

(ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).

(iii) In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.

(iv) In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

(v) The option once exercised cannot be modified subsequently.

(vi) In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only PurchasePreference as per PPP-MSE policy is not applicable.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(Sign & Seal of Bidder)

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FORM-2 to Annexure C

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORYMINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s ..... (**Name of Bidder**) confirm that as per the definition of policy we are:

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

(**Bidder is to tick appropriate option (□) above**).

It is further confirm that M/s (***Name of Bidder***) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of %.

The details of the location (s) at which the local value addition is made is as under:

……

……...

……

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and BGL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(Sign & Seal of Bidder)

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FORM-3 to Annexure C

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

Applicable for Procurement/Purchase value in excess of Rs.10 Crores

To,

M/S BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

"We…….. the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____(Name of the bidder) hereby certify that as per definition specified in policy, M/s._____(Name of the bidder) is

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

(**Bidder is to tick appropriate option (□) above**).

It is further confirm that M/s_____(Name of Bidder) quoted vide offer No._____ dated_____against tender No.meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of…… % .

Name of Audit Firm:

Date:

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

Note:

(i) This certificate it to be furnished by 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 suppliers other than companies)

(ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

(Sign & Seal of Bidder)

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No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

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4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

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above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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- **ANNEXURE-I to ITB: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**
- **ANNEXURE-II to ITB: VENDOR PERFORMANCE EVALUATION PROCEDURE**

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Annexure-I of ITB

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

Definitions:

A.1Corrupt 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"Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6"Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.

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

a) Whether the management is common;

b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.

e) All successor agency will also be considered as allied agency.

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.

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A.4 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BGL 's rights of audit or access to information.

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, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, 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) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

(i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.

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(ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:

(i) For Projects cases: concerned Project Managers in case of Purchase Orders and concerned Construction-in Charge (where PMC is EIC)/ Engineer-in-Charge (EIC) in case of Contracts

(ii) For other than Projects cases: concerned Dealing officer in case of Purchase Orders and concerned Engineer-in-Charge (EIC) in case of Contracts.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BGL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

However, no suspension of contract/ order will be initiated in Exceptional Cases mentioned at Clause no. B.2.3.

In addition to above, Recovery of payments including advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(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) 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.

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B.2.2 **Period of Banning :**

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on theselection process. For example, if an agency confirms not being in holiday in BGL/ GAIL/HPCL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2 2.1	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	01 years 2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BGL.	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

B.2.2 Exceptional Cases:

B.2.2.1 However as an exception, the ongoing order(s)/ contract(s) where corrupt/fraudulent/collusive/coercive practice has been observed, the agency may be allowed to complete the supply/ job in case of following situations:

a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;

b) The supply/job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

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B.2.3.2 The approval for allowing the agency to complete the supply/ job is to be obtained from COD based on the detailed deliberation/ recommendation of the committee consisting of Head of C&P, HOD (F&A)/ HOD F&A, Head Indenting Department and endorsed by MD. Such recommendation shall be put up to COD through Law department.

Further, all such cases shall also be put to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply/ job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/ contract.

B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG), of such agency against the order (s)/ contract (s) where agency is allowed to complete the supply/ job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on Banning List from the date of banning order.

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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

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D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to 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 The suspension order shall also be hosted on BGL 's site and a copy will be forwarded to all HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BGL

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

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases

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mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D3 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.
In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them

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

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

E. 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
(e) A Holiday order may be revoked before the expiry of the Order, by the Appellate authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason. (Reference: DoE Manaul 2022)

(f) In case of shortage of vendor in a particular group, such holiday may also hurt the interest of BGL. In such cases, endeavour should be to pragmatically analyze the circumstances,

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try to reform the agency and may get a written commitment from the agency that its performance will improve.

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

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ANNEXURE-II TO ITB

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants 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 so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. 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.

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned HOD 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. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated items .

However, concerned HOD 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 excluding cases under para 4.0

iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project- in-charge:

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

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

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

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

(a) First Instance: **Holiday (Red Card) for One Years**

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

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

(a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**

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

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

B. Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC- Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)

(a) First instance: **Advisory notice (Yellow Card**) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will

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be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

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

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

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

C. Where Performance rating is "FAIR":

Recommend for 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

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 by EIC:

Sl. No.	Performance Rating	Action
1	**POOR**	Seek explanation for Poor performance
2.	**FAIR**	Seek explanation for Fair performance

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   (a) First Instance: **Holiday (Red Card) for One Year**
   (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
   (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
   (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

B) <u>Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)</u>

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(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.

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

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

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

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

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

(C) 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.

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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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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 of receipt of Holiday order.

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(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 Managing Director, BGL & Director (Commercial), BGL

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 if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

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

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Annexure-1

BHAGYANAGAR GAS LIMITED
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR PROJECTS/ CONSULTANCY JOBS)

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**) [ ]

Note:
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under:

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

Signature of Authorised Signatory:

Name:

Designation:

(Sign & Seal of Bidder)

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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE — 20 Marks

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

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Annexure-2

BHAGYANAGAR GAS LIMITED
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
(*) Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under:

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

Signature of Authorised Signatory:

Name:

Designation:

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/ Delay in Weeks Marks

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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
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

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

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

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1.3 RELIABILITY PERFORMANCE 20 Mark

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

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ANNEXURE-III

Not Applicable

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Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	**Description**
1.1	The Employer/Owner is: Bhagyanagar Gas Limited.
2.1	The name of the Services to be performed is: _____
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: Attention: _____ Email:
C. PREPARATION OF BIDS	
ITB clause	**Description**
11.1.1 (p)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
12 & 13	Whether BGL will be able to avail input tax credit in the instant tender : Not Applicable
14	The currency of the Bid shall be INR
15	The bid validity period shall be 02 months from final 'Bid Due Date'.
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque'**, the same should be favor of _____. , payable at
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	**Description**
4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: Attention: _____ Address: Floor/Room number: City: ZIP Code: Country:

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E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	**Description**
31	Evaluation Methodology is mentioned in Section-II.
33	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Micro & Small Enterprises (MSEs)
F. AWARD OF CONTRACT	
ITB clause	**Description**
36	State of India which stamp paper is required for Contract Agreement:
38	Contract Performance Security/ Security Deposit APPLICABLE ✓ NOT APPLICABLE The value/ amount of Contract Performance Security/ Security Deposit
40	Whether tendered item is non-split able or not-divisible : YES ✓ NO
41	Provision of AHR Item : APPLICABLE ✓ NOT APPLICABLE
48	Applicability of provisions relating to Startups: APPLICABLE ✓ NOT APPLICABLE

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SECTION -4

AGREED TERMS AND CONDITIONS

Digitally signed by Pradeep Kumar Yadav
Date: 2026.05.22 19:54:41 IST

Agreed Terms and Conditions: Following shall be duly filled in and should be returned by the bidder along with each copy of Un-priced part of Bid /Offer. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name (further correspondences will be done in this name)	
	Bidder's address	
	Phone No/ Mob. No.	
	E-mail ID	
	Name & designation of the person signing the bid (attach power of attorney with ID Proof)	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable **GST (CGST & SGST/UTGST or IGST)**	CGST:..... % Plus SGST/UTGST...% Total: ……..% Or IGST .....%
4.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)**	Yes/ No In case of Yes, please specify **GST (CGST & SGST/UTGST or IGST)**payable by: BGL .....% Bidder .....%
4.2	Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN) code	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	CONFIRMED
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	CONFIRMED
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	CONFIRMED
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	CONFIRMED

(Sign & Seal of Bidder)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.05.22 19:54:41 IST

Agreed Terms and Conditions: Following shall be duly filled in and should be returned by the bidder along with each copy of Un-priced part of Bid /Offer. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	CONFIRMED
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	CONFIRMED
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	CONFIRMED
12	Confirm that scanned copy of the EMD/Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier [Note: Submission of original is not applicable for online banking transaction].	CONFIRMED
13.	Please furnish EMD/Bid Security details : (if applicable) a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	CONFIRMED
15.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	CONFIRMED
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BGL or his relative is not a partner.	CONFIRMED
17.	All correspondence must be in ENGLISH language only.	CONFIRMED
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	CONFIRMED
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	CONFIRMED
20.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	CONFIRMED
21	Confirm that no Price disclosing files have been attached with unpriced/technical bid. * In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
22	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with digital signatures of the authorized person.	CONFIRMED
23	Please confirm whether you are MSME and if so then you have submitted Documentary evidence that you are a Micro, Small and Medium Enterprises.	

sBidder confirms that in case of conflicting version of various terms and conditions at different

(Sign & Seal of Bidder)

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places in his offer, the confirmation furnishes at above shall be dealt as final.

Bidder Signature
Name
Designation
Seal

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SECTION -5

PROPOSAL FORMS & FORMATS

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Date: 2026.05.22 19:54:41 IST

FORM F-1

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited

TENDER NO:

1	Bidder's Name	M/s……
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 including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are 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 & Contact Information address where Order/Contract is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : …… e-mail ID: ……
9	Website details	

(Sign & Seal of Bidder)

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10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No *[If yes, please furnish details]*
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 39*)
14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 29*)
14c	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 29*)
15a	Whether Bidder is a Startup or not	Yes / No *(, Bidder to submit requisite documents as specified ITB: Clause No. 48)*
15b	In case Bidder is a Startup, 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 exceeded Rs.100 Crores.	

Note: *BGL intends to place the Order/Contract directly on the address from where Goods are produced/dispatched. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.

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

Seal:

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FORM F-2

BID FORM

To
Bhagyanagar Gas Limited
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Dear Sir

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

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

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

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

Place:
Date:

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

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Date: 2026.05.22 19:54:41 IST

FORM F-3

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

(To be stamped in accordance with the Stamp Act)

To, M/s Bhagyanagar Gas Limited Registered office: 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

We, the _____ Bank at _____having our Head Office _____(Local Address) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Bhagyanagar Gas Limited, the amount _____without any reservation, protest, demur and recourse. Any such demand made by Bhagyanagar Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____[this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

(Sign & Seal of Bidder)

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Date: 2026.05.22 19:54:41 IST

Notwithstanding anything contained herein:
a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto _____(this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of … …… (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
The Bank doth hereby declare that Shri /Ms. _____who is the _____(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____day of _____20___at _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
E-Mail ID:
Telephone/Mobile No. :
Date:

(OFFICIAL ADDRESS)

Confirmation Email Id :
IFSC Code of Issuing Bank:

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

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Date: 2026.05.22 19:54:41 IST

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest money Deposit has been issued at sl. no.2 of form-5 as per proforma provided below.
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender)

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

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**TENDER NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

(Sign & Seal of Bidder)

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Date: 2026.05.22 19:54:41 IST

FORM F-4

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

To, M/s Bhagyanagar Gas Limited Registered office: 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),
M/s. _____ having registered office at _____ (herein after called the "contractor/supplier/consultant" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for Bhagyanagar Gas Limited having Registered office: 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004 (herein after called the "BGL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/Consultant shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BHAGYANAGAR GAS LIMITED, in case of default.

The said M/s._____has approached us and at their request and in consideration of the premises we having our office at _____have agreed to give such guarantee as hereinafter mentioned.

1. We _____ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s_____in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BHAGYANAGAR GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BGL in such manner as BGL may direct the said amount of Rupees _____only or such portion thereof not exceeding the said sum as you may require from time to time.

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2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s._____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Supplier/Contractor/Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BGL in writing. However, if for any reason, the Supplier/Contractor/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by BGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____(Supplier/Contractor/ Consultant) on whose behalf this guarantee is issued.
6. Bank also agrees that BGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that BGL may have in relation to the Supplier's/Contractor's/Consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Hyderabad Telangana.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of

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(amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. The Bank doth hereby declare that Shri /Ms._____who is the _____(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force upto _____(this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of … …… (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

Confirmation Email Id :

IFSC Code of Issuing Bank :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

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

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

(Sign & Seal of Bidder)

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FORM F-5

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BGL / Dated ----------

Contract Agreement for the work of ---------- BHAGYANAGAR GAS Ltd. made on -------- between (Name and Address)----------, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BHAGYANAGAR GAS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on behalf of EMPLOYER	Signed and Delivered for and on behalf of the CONTRACTORs
BHAGYANAGAR GAS LIMITED	(NAME OF THE CONTRACTOR)

.....
.....
.....
.....

Date: .....
Place: .....

Date: .....
Place: .....

IN PRESENCE OF TWO WITNESSES

1. .....
.....
.....
.....

2. .....
.....
.....
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1. .....
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.....
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2. .....
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FORM F-6

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

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

SL.NO.	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.

NAME OF BIDDER:……..

SIGNATURE OF BIDDER:……..…
& SEAL

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

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

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

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FORM F-7

DECLARATION

Bhagyanagar Gas Limited
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Dear Sir(s),

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

1. Further we confirm and declare that we have not been put on Holiday by BGL/GAIL/HPCL or not have banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.

SIGNATURE OF THE BIDDER:……..

NAME OF THE BIDDER:……..

(Sign & Seal of Bidder)

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FORM F-8 (i)

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING THE UN-PRICE BID OPENING AND PRICE BID OPENING

No. Date:

Bhagyanagar Gas Limited
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Dear Sir,

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

Name & Designation _____Signature _____

Name & Designation _____Signature _____

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

Yours faithfully,

Signature

Name & Designation
For and on behalf of

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

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

(Sign & Seal of Bidder)

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FORM F-8(ii)

LETTER OF AUTHORITY

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

No. Date:

Bhagyanagar Gas Limited (BGL)
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Attn:

Sub: Tender No.

Dear Sirs,

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

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

Yours faithfully

Signature

Signature of Mr.
Is attested

Name and Designation
for & on behalf of BIDDER

Note:

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

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FORM F-9

DETAILS OF P.F. REGISTRATION

Bhagyanagar Gas Limited
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Dear Sir(s),

We confirm that the following PF account is under operation and shall be used for all PF related activities for the labour engaged by us for the work (awarded to us).

PF REGISTRATION NO. :

DISTRICT & STATE:

SIGNATURE OF THE BIDDER:……..

NAME OF THE BIDDER:……..

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FORM F-10

FINANCIAL SITUATION

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL

CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s…….. …… (Name of the bidder) and certify the following:-

A. ANNUAL TURNOVER OF LAST 3 YEARS

Year	**Amount (Currency)**
Year 1: 2024-25	
Year 2: 2023-24	
Year 3: 2022-23	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	**Year : 2024-25**
	Amount (Currency)
1. Current Assets	
2. Current Liability	
3. Working Capital (Current Assets-Current Liability)	
4. Net worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm/:
Chartered Accountant
Date:

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

UDIN:

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FORM F-11

FORMAT FOR CERTIFICATION FROM BANK IF THE BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To
M/s Bhagyanagar Gas Ltd
4th Floor, Vasanth Chambers, Basheer Bagh,
Hyderabad-500 004

Dear Sir,
Certified that M/s _____ (Name of the bidder with detailed address) is an existing customer of our Bank whose SB/Current Account No. _____. It is confirmed that against Tender No. ……dated _____2026 for "_____" (job description as per tender document), M/s _____ (Name of the Bank with address) confirms availability of line of credit to M/s _____(Name of the Bidder) for at least an amount of Rs./ USD _____(i.e minimum working capital requirement as per BEC, Vol I. of II)

It is also confirmed that the net worth of the Bank is more than INR 1(one) Billion [Rs.100Crores].

Yours Truly,

For _____

(Authorized Signatory) Name
of the Signatory:
Designation:
Registration No. Stamp of Bank

Signature of Bidder Name
of Bidder:
Designation:
Seal:

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FORMAT :12

INTEGRITY PACT

INTRODUCTION:

M/s Bhagyanagar Gas Ltd (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.

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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.

INDEPENDENT EXTRNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by BGL, in terms of Integrity Pact(IP) which forms part of BGL Tenders / Contracts.

Shri Prashant Kumar Jha email ID : pkjhaforest@yahoo.co.in

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently ----------)- Email) in GAIL or directly with the IEMs on the panel or IEM c/o Vigilance Officer ,Bhagyanagar Gas Ltd, 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004

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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

The principal intends to award under laid down organizational procedures, contract/s for ----------

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-

   i) No employee of the principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
   ii) The principal shall, during the tender process treat all Bidders with equity. The principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
   iii) The principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

   i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
   ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
   iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or

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

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

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, BGL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond

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this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the C&MD/MD, BGL within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations..

7. If the Monitor has reported to the C&MD/MD, BGL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, BGL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word 'Monitor' would include both singular and plural.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

----------	----------
----- (Name & Designation)	(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.

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FORMAT-13

INDEMNITY BOND

WHEREAS M/s Bhagyanagar Gas Ltd (hereinafter referred to as "BGL) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004has entered into a contract with M/s*…… (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * …… and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

BGL has also advised the Contractor to execute an Indemnity Bond in general in favour of BGL indemnifying BGL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BGL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BGL under or in relation to this contract. The Contractor undertakes to compensate and pay to BGL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by BGL for itself and for and on behalf of its employees, Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of BGL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which BGL and/or its employees and Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification /amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BGL are settled by the Contractor and/or BGL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :
For [Contractor]
Authorised Representative
Place:
Dated:
Witnesses:

1 2

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FORM F-14

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref: Date:

To,
M/s. Bhagyanagar Gas Limited

SUB: _____.

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

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

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

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

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

Note:

(i) This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings'.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.

(Sign & Seal of Bidder)

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FORM F-15

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Bhagyanagar Gas Limited.

Sub : _____

Tender No :

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	BGL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

(Sign & Seal of Bidder)

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FORM F-16

BIDDER'S EXPERIENCE

To,

M/s Bhagyanagar Gas Limited

_____

SUB: _____.
TENDER NO:

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Postal Address & phone nos. of Client.	Value of Contract/ Order (*Specify* Currency Amount)	Date of Commencement	Scheduled Completion/ Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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

Note: As per Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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FORM F-17

E-Banking Mandate Form
(To be issued on vendors letter head)

1. Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date
Name:

(Signature of authorized officer of bank)

Designation:
Emp. ID:

(Sign & Seal of Bidder)

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FORM F-18

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

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

To,
M/s. Bhagyanagar Gas Limited

SUB: ……
PO NO: ……..

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

(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 BGL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BGL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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

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FORM F-19

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___and *_____(*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___and *____(*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Bhagyanagar Gas Limited in reference to Tender No. _____dated _____("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Bhagyanagar Gas Limited

We further absolve Bhagyanagar Gas Limited from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:
Date:

[Signature of Authorized Signatory of Service Provider]
Name:
Designation:
Seal:

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CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1	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, addendum (if any)		
2	Confirm that the following details have been submitted in the Un-priced part of the bid		❖
I	Covering Letter, Letter of Submission		
ii	Bid Security Form – F-3		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings (Form-F-7)		
vii	Details and documentary proof required against qualification criteria along with complete documents as mentioned in Bidder Evaluation Criteria (BEC)		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement		❖
viii	Confirm submission of Agreed Terms & conditions (ATC-Section-4) document along with techno-commercial bid as per bid requirement		
ix	Confirm submission of filled Exemption -Deviation statement (Form-6) document along with techno-commercial bid as per bid requirement		
3	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s) including Form- F-1 & F-2.		

(Sign & Seal of Bidder)

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4	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		❖
5	Confirm that annual reports for last three financial years & duly filled in Form 10& (Form-11-if required) are enclosed in the offer for financial assessment (where financial criteria of BQC is applicable).		

S N	DESCRITION	CHECK LIST	YES/ NA	NO
1	TENDER FEE	Nil		
	DD	DD No. _____dated _____for Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
2	EMD	INR …		
A	DD	DD No. _____dated _____drawn on _____(bank) For Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
B	BG	BG VALIDITY BEYOND …..MONTH FROM BID VALIDITY PERIOD OF ……DAYS.	NA	NO
C	UDHYAM CERTIFICATE	**Duly signed & stamped by bidder** as MENTIONED IN CLAUSE NO.39 OF ITB	Yes/ NA	NO
2	BID VALIDITY UPTO THREE MONTHS FORM BID DUE DATE	ACCEPTED	Yes	NO
3	Copy of **WORK ORDER** (WO)/LOA and completion/ execution certificate **as stipulated in BQC**	The Work Order/ LOA & completion/ execution certificate mentioning required details as per the BEC.	Yes	NO
4	**FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BQC**			
i	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) preceding	Yes	NO

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		Financial Year(s), along with un-price bid.		
ii	Balance Sheet/s & Profit & Loss Statements **as stipulated in BQC**	Audited & Attestations as required	Yes	NO
iii	Details of financial capability of bidder prescribed **Format, F-10 as stipulated in BQC**	Duly signed and stamped by a **Chartered Accountant** with Membership Number	Yes	NO
iv	Confirmation to terms in Scope of Work/ Services (SCC, Cl. No.13)	Confirmed/ Accepted declaration duly signed & sealed	Yes	NO
5	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	Yes	NO
6	SOR (BLANK without price) mentioning word **"QUOTED/ NOT QUOTED"** in each item rate column	Submitted Unedited & Duly signed along with bid document	Yes	NO
7	FORMS & FORMATS ATTACHED TO TENDER	duly filled information as applicable, signed, stamped & submitted all	Yes	NO
8	**Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.**		**[AGREED & CONFIRMED]**	

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SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC)

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101.1 General

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ii) Workmen Compensation and Employee's Liability Insurance

iii) Accident or injury to workmen

iv) Transit Insurance

v) Automobile

vi) General Liability

vii) Any other Insurance required under law or regulations byEmployer

102.0 Damage to Property or to any Person or any Third Party

SECTION-VIII LABOUR LAWS

103.0 Labour laws

104.0 Implementation of Apprentices Act 1961

105.0 Contractor to indemnify the Employer

106.0 Health and Sanitary Arrangement for worker

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107.0 Arbitration

108.0 Jurisdiction

SECTION-X SAFETY CODES

109.0 General

110.0 Safety Regulations

111.0 First Aid and Industrial Injuries

112.0 General Rules

113.0 Contractor's barricades

114.0 Scaffolding

115.0 Excavation and Trenching

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116.0 Demolition/General Safety

117.0 Care in Handling Inflammable Gas

118.0 Temporary Combustible Structures

119.0 Precautions against Fire

120.0 Explosives

121.0 Mines Act

122.0 Preservation of Places

123.0 Outbreak of Infectious diseases

124.0 Use of intoxicants

Annexure to GCC

1. Profonna of Agreement
2. Profonna for Indemnity Bond for Advance against material

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I.DEFINITION OF TERMS: GENERAL CONTRACT CONDITIONS:

1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have themeanings hereby assigned to them except where the context otherwise required.

1.1.1 The EMPLOYER/COMPANY/BGL means BHAGYANAGAR GAS LTD., a public limitedcompany, incorporated under the Company's act 1956 and having its registered office at 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004 and includes its successors and assigns.

1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whosetender has been accepted by the EMPLOYER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.

1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time totime by the BGL and shall include those who are expressly authorized by him to act for and onhis behalf for operation of this CONTRACT.

1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services andactivities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered orsubstituted works as required for purpose of the CONTRACT.

1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and forma part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completionof the CONTRACT.

1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever naturefor the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8 CONSULTANT: means.....who are the consulting engineer to the Employer for this project and having registered office at .....

1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors andpermitted assigns of such person, firm or company.

1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and mannerof performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the BGL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigendapublished before entering into CONTRACT.

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1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawingas may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17 DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the dateof COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during whichthe CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19 TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.1.20 PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.21 TE" shall mean the lands and other places on, under, in or through which the permanent worksare to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.1.22 NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received bythe addressee) by registered post to the latest known private or business address or registered officeof the addressee and shall be deemed to have been received in the ordinary course of post it wouldhave been delivered.

1.1.23 APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.24 LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderers)that the tender has been accepted in accordance with the provisions contained in the letter.

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1.1.25 DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hoursworked in that day.

1.1.26 WORKING DAY" means any day which is not declared to be holiday or rest day by theEMPLOYER.

1.1.27 WEEK" means a period of any consecutive seven days.

1.1.28 METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.29 VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.30 LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequatestrength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructureshall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where sowarranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipments), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation^) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisionsand CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

1. General Information

1.1 a) **Location of Site:** The proposed location of Project site is defined in the Special Conditions of Contract.

b) **Access by Road:** CONTRACTOR, if necessary, shall build other temporary access

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roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

1.2 **Scope of Work:** The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

1.3 **Water Supply:** Contractor will have to make his own arrangements for supply of water to hislabour camps and for works. All pumping installations, pipe net work and distribution systemwill have to be carried out by the Contractor at his own risk and cost.
Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for thewater meter which shall be in custody of the Employer and other pipe net works from sourceof supply and such distribution pipe network shall have prior approval of the Engineer-in-Chargeso as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

1.4 Power Supply:

1.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at thenearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith afterthe completion of work or if there is any hindrance caused to the other works due to the alignmentof these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost.The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc.for purposes of payment to the EMPLOYER which should be in the custody and control of theEMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will beadmissible.

1.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All

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cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc.The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed,modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be producedto the ENGINEER-IN-CHARGE for his approval, before power is made available.

1.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall beentertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors

1.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR'S equipment as aresult of variation in voltage or frequency or interruption in power supply or other loss to theCONTRACTOR arising there from.

1.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such thataverage power factors does not fall below 0.90 at his premises. In case power factor falls below
0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month

1.4.6 The power supply required for CONTRACTOR'S colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR'S colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

1.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which willbe governed as per Central/State Government Electricity Rules. The metres shall be sealed bythe EMPLOYER.

1.4.8 In case of damage of any of the EMPLOYER'S equipment on account of fault, intentional orunintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR'S bill. Cost of HRC Fuses replaced at the EMPLOYER'S terminals due to any fault in the CONTRACTOR'S installation shall be to CONTRACTOR'S account at the rates decided by the ENGINEER-IN-CHARGE.

1.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP andupto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided bythe CONTRACTOR.

1.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

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1.4.11 The total requirement of power shall be indicated by the tenderer along with his tender.

1.5 **Land for Contractor's Field Office, Godown and Workshop:** The EMPLOYER will, at hisown discretion and convenience and for the duration of the execution of the work make availablenear the site, land for construction of CONTRACTOR'S Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by

ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get thesite cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time duringthe pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasonsor on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put upor allowed to be put up by any CONTRACTOR in the allotted land or complex area withoutwritten permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTORanywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permissionfrom ENGINEER-IN-CHARGE.

1.6 **Land for Residential Accommodation:-:**No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

2. Submission of Tender:

2.1 TENDER must be submitted without making any additions, alterations, and as per details

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givenin other clauses hereunder. The requisite details shall be filled in by the TENDERER at spaceprovided under "Submission of Tender at the beginning of GCC of Tender Document. The rateshall be filled only in the schedule given in this Tender Document.

2.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document, the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

2.3 Covering letter along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

2.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

2.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for_____Project of BHAGYANAGAR GAS LTD due for opening on_____]. The *Full Name,Addressand Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4.1 <u>Documents:</u>

4.2 <u>General:</u>

The tenders as submitted, will consist of the following:

i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer asprescribed in different clauses of the Tender Documents.
ii) Earnest money in the manner specified in Clause 6 hereof.
iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorisedrepresentative has signed the tender, as required by Clause 14 hereof.
iv) Information regarding tenderers in the proforma enclosed.
v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
vi) Organisation chart giving details of field management at site, the tenderer proposes to have forthis job.
vii) Details of construction plant and equipments available with the tenderer for using in this work.
viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
ix) Latest Balance Sheet and Profit & Loss Account duly audited.
x) Details of present commitment as per proforma enclosed to tender.
xi) Data required regarding SUB-CONTRACTOR(s)/Supplier/ Manufacturers and other technicalinformation's the tenderer wish to furnish.
xii) Provident fund registration certificate
xiii) List showing all enclosures to tender

4.3 **<u>All pages are to be Initiated:</u>** All signatures in Tender Documents shall be dated, as well as,all the pages of all sections of Tender Documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a personholding power of attorney authorising him to sign on behalf of the tenderer before submissionoffender.

4.4 **<u>Rates to be in Figures and Words:</u>** The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. Theamount for each item should be worked out and entered and requisite total given of all

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items,both in figures and in words. The tendered amount for the work shall be entered in the tenderand duly signed by the Tenderer.
If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

a) When there is difference between the rates in figures and words, the rate which correspondsto the amount worked out by the tenderer shall be taken as correct.
b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrectthe rate quoted by the tenderer shall be taken as correct.
c) When it is not possible to ascertain the correct rate by either of above methods, the ratequoted in words shall be taken as correct.

4.5 **Corrections and Erasures:** All correction(s) and alteration^) in the entries of tender paper shall be signedin full by the TENDERER with date. No erasure or overwriting is permissible.

4.6 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making thetender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners orby duly authorised representatives followed by the name and designation of the person signing. Tender bya corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shallaccompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.7 **Witness:** Witness and sureties shall be persons of status and property and their names, occupationand address shall be stated below their signature.

4.8 **Details of Experience:** The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.9 **Liability of Government of India:** It is expressly understood and agreed by and between Bidder or/Contractor and M/s BHAGYANAGAR GAS LTD, and that M/s BHAGYANAGARGAS LTD., 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 Governmentof India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s BHAGYANAGAR GAS LTD. is an independentlegal entity with power and authority to enter into contracts solely on its own behalf under theapplicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s BHAGYANAGAR GAS LTD. 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/Contractor hereby

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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.

5 Transfer of tender Documents

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6 Earnest Money: Letter/notice:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representativesof such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid inDemand Drafts or Bank Guarantee or Banker's Cheque or 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, other than the Nationalised IndianBanks, 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 bid guarantee shall be submitted in the prescribed format.

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited bythe tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bidvalidity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to startwork within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS"from the date of opening of the tender. The tenderers shall not be entitled during the said periodof 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tenderor varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

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8 Addenda/Corrigenda

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACTterms

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation towhom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, doesnot bind himself to accept the lowest tender, and reserves to itself the authority to reject any or allthe tenders received without assigning any reason whatsoever. At the option of the Employer, thework for which the tender had been invited, may be awarded to one Contractor or split betweenmore than one bidders, in which case the award will be made for only that part of the work, inrespect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incompletein any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tendererswho resort to canvassing will be liable to rejection.

10 Time Schedule

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includesthe time required for mobilisation as well as testing, rectifications if any, retesting and completionin all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programmewill take into account the time of completion mentioned in 10.1 above and the time allowed forthe priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGEjointly with the CONTRACTOR, based on availability of work fronts and the joint constructionprogramme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets
/programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes.In all matters concerning the extent of targets set out in the weekly and monthly programmes andthe degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11. Tenderer's Responsibility

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting thetender. Non-familiarity with the site conditions will not be considered a reason either for

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extraclaims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12. Retired Government or Company Officers

12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement 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 cancelledif either the CONTRACTOR 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 CONTRACTOR'S service as the casemay be.

13. Signing of the Contract:

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit willbe forefeited and the acceptance of the tender shall be considered as cancelled.

14. Field Management &Controlling/Coordinating Authority:

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will benominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibilityof the CONTRACTOR to plan and execute the work strictly in accordance with site instructionsto avoid hindrance to the work being executed by other agencies.

15. Note to Schedule of Rates

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have aquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Anyexceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

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15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling betweensimilar items of lower and higher magnitude.

16. Policy for Tenders Under Consideration:

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after openingof Tender and until such time an official intimation of acceptance /rejection of Tender is madeby BGL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. BGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17. Award of Contract:

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by BGL either by Telex/Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 BGL will be the sole judge in the matter of award of CONTRACT and the decision of BGL shallbe final and binding.

18. Clarification of Tender Document:

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to BGL in triplicate. BGL will then issue interpretation/clarificationto Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by BGL or its employee(s) or its representatives shallnot in any way be binding on BGL.

19. Local Conditions:

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors whichmay have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian

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Income Tax Act1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Lawsand Regulations of India with their latest amendments, as applicable BGL shall not entertain anyrequests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained

20. Abnormal Rates:

20.1 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. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high orunusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYERis convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnishedby the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS

21. Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documentsforming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue tothe Contractor instructions thereon and in such event, unless otherwise provided in the Contract,the priority of the documents forming the Contract shall be as follows:

1) The Contract Agreement;
2) The Letter of Acceptance;
3) The (Instructions to Bidders)ITB;
4) Special Conditions of Contract (SCC);
5) General Conditions of Contract (GCC)
6) Any other document forming part of the Contract

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 tobe included in the same manner as if they had been specifically shown upon the DRAWINGS anddescribed in the SPECIFICATIONS.

21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these GeneralConditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solelyfor the purpose of giving a concise indication and not a summary of the contents thereof, and theyshall never be deemed to be part thereof or be used in the interpretation or construction thereof theCONTRACT.

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21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / RegisteredAssociations/ Body of Individuals/ Firm of Partnership' as the case may be.

22. Special Conditions of Contract

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicableto do so.

22.3 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 theprovisions 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.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall doso at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of suchperformance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specificationstipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied

23. Contractor to obtain his own Information:

23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemedto have himself independently obtained all necessary information for the purpose of preparing histender and his tender as accepted shall be deemed to have taken into account all contingencies asmay arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carryingout of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT accordingto DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known thescope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documentswhatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to thenature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land,water or air, and as to possible interruptions

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thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodationas to whatever required, depots and such other buildings as may be necessary for executing andcompleting the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment ofGovernment Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary andreliable information upon the foregoing or any other matters affecting the CONTRACT shall notrelieve him from any risks or liabilities or the entire responsibility from completion of the worksat the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of anyportion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing toEMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided byEMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall inany way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on theCONTRACTOR and no extra claim on this account shall be entertained.

24. Contract Performance Guarantee

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 30 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any otherreasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter ofcredit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER whichwill be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank other than co-operative bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised 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.

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The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR'S agentsand representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made goodby the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN- CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER

under terms of this CONTRACT may be deducted from or paid by the encashment or sale of asufficient part of his Contract Performance Security or from any sums which may be due or maybecome due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in theevent of his Contract Performance Security being reduced by reasons of any such deductions orsale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bankdrafts as aforesaid any sum or sums which may have been deducted from or realised by sale ofhis Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitutesufficient grounds for the annulment of the award and the forfeiture of bid security

25. Time of Performance:

25.1 <u>Time for Mobilisation</u>

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIMESCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that timeis the essence of this agreement. Request for revision of construction time after tenders are openedwill not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additionalwork or any other reasons.

25.2 <u>Time Schedule of Construction:</u>

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly withthe ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN- CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed aboveconsisting of adequate number of activities covering various key phases of the WORK such asdesign, procurement, manufacturing, shipment and field erection activities within fifteen (15) daysfrom the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

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25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreednetwork which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure properprogress.

The above PERT network shall be reviewed periodically and reports shall be submitted by theCONTRACTOR as directed by EMPLOYER.

26. FORCE MAJEURE:

26.1 CONDITIONS FOR FORCE MAJEURE

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 Majeures shall upon notification to the other party be suspended for theperiod during which Force Majeures event lasts. The cost and loss sustained by the either partyshall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declaredor undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely theEMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has beenrendered unable as aforesaid thereby, shall notify the other party in writing immediately but notlater than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then standextended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYERshall have the option to terminate the CONTRACT or re-negotiate the contract provisions

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether

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declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR 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, 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 CONTRACTOR and upon such notice being given the CONTRACT shall, save asto the rights of the parties under this clause and to the operation of the clauses entitled settlementof Disputes and Arbitration hereof, be terminated but without prejudice to the right of either partyin respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR'S equipment and shall give similar facilities to his SUB-CONTRACTORS todo so.

27 Price reduction Schedule (PRS)

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as definedin Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

Value referred in PRS clause is excluding taxes and duties.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 Bonus For Early Completion (*)

27.4 <u>BONUS FOR EARLY COMPLETION</u>

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract(e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset

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of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion ofa bonus clause in the Contract.

28 Rights of the employer to forfeit contract performance security:

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises outor under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 Failure by the contractor to comply with the provisions of the contract

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion 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 CONTRACTOR:

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 CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK 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 work remaining unfinished by the CONTRACTOR and completethe same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed 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 work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR 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 works having been taken overand completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

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a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shallalso have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTORas may be necessary and the CONTRACTOR shall not be entitled for any compensation for useor damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work 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 WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, restexclusively with the CONTRACTOR. 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.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement ofthe EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER mayissue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above,in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, orbeing 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 CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudiceor affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if action not taken under clause 29:

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise 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 CONTRACTOR 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 CONTRACTOR for past and future compensation shall remain unaffected. In the eventof the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or

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any tools, andplants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK 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 ENGINEER-IN- CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 Change in constitution:

31.1 Where the CONTRACTOR 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 CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall,likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32 Termination of contract

32(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR 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 proprietory concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER)is entitled to cancel the CONTRACT for the uncompletedpart without being in any way liable for any compensation payment to the estate of the diseasedCONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall befinal and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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32(B)TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiverto 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 Contractor or to give the Receiver or liquidator or otherperson, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32(C)TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLYPUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BHAGYANAGARGAS LTD. against any type of tender nor their offer will be considered by BGL against any ongoing tender (s) where contract between BGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by BHAGYANAGAR GAS LTD. to such CONTRACTOR**.**

33 Members of the employer not individually liable :

33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way bepersonally 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 ofany of the acts, matters or things which are herein contained.

34 Employer not bound by personal representations:

34.1 The CONTRACTOR 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.

35 Contractor's office at site:

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation ofhis agent and staff and such office shall be open at all reasonable hours to receive instructions,notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

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36 Contractor's subordinate staff and their conduct

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure workof the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall beemployed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN- CHARGE, it is undesirable for administrative or any other reason for such person or persons tobe employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN- CHARGE, shall at once remove such person or persons from employment thereon. Any personor persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriateany person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particularand without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit andprevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN- CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staffetc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whateverkind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to

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the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to workwithin operating areas. These being safety requirements, no relaxations on this account shall begiven to CONTRACTOR.

37 Sub-letting of works:

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:
The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:
At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER- IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS:
Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that theENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shallbe and shall remain solely responsible for the quality, proper and expeditious execution of theContract in all respects as if such sub-letting or Subcontracting had not taken place, and as ifsuch work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear allresponsibility for any act or omission on the part of sub-contractors in regard to work to beperformed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:
If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

V) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension oftime or otherwise failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

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38 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

i) Fail to carry out the WORK in conformity with the CONTRACT documents, or
ii) fail to carry out the WORK in accordance with the Time Schedule, or
iii) Substantially suspend work or the WORK for a period of fourteen days without authority fromthe ENGINEER-IN-CHARGE, or
iv) Fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on hispart to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
vii) if the CONTRACTOR shall abandon the WORK , or
viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidationfor the purpose of amalgamation or reconstruction **then** in any such case, the EMPLOYER shall have the power to enter upon the WORK and takepossession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any termsand to such other person, firm or corporation as the

EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTORfor the said materials other than such as may be certified in writing by the ENGINEER-IN- CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or beingliable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amountof such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any moneywhich may be due for work done by the CONTRACTOR under the CONTRACT and not paidfor. Any deficiency shall forthwith be made good and paid to the EMPLOYER by theCONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds ofthe sale.

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39 Contractor's responsibility with the mechanical, electrical, intercommunication system, airconditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTORexecuting the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor'sand other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, whichshall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherance to such stains, ordinances, laws, rules, regulations, etc.

40 Other agencies at site:

40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORKbeing executed in the above circumstances.

41 Notice:

41.1 TO THE CONTRACTOR:

Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at thejob site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of allcontents therein.

41.2 <u>TO THE EMPLOYER:</u>

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Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be servedby sending the same by Registered mail to or delivering the same at the respective site offices ofM/S. BHAGYANAGAR GAS LTD. addressed to the HEAD/SITE-IN-CHARGE.

42 Right of various interests:

42.1 i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies).The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN- CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials orcompositions of matter to be used or supplied or methods and process to be practised or employedin the performance of this CONTRACT, agrees to pay all royalties and licence fees which maybe due with respect thereto. If any equipment, machinery, materials, composition of matters, beused or supplied or methods and processes to be practised or employed in the performance of thisCONTRACTjs covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may benecessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages andcosts awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringementcould be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agreesto and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performanceof the WORK under the CONTRACT.

43.2 All charges on account of royalty, toilage, rent, octroi terminal or sales tax and/or other duties orany other levy on materials obtained for the work or temporary work or part thereof (excludingmaterials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or

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materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials,buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTORmay with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of thework by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included inthe design prepared by the EMPLOYER and used in the operation of the plant infringes on anypatent right. Wth respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB- CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection thatCONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER mighthave become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall havethe right to retain out of any payment then due or thereafter to become due an amount sufficientto completely indemnify the EMPLOYER against such lien or claim and if such lien or claim bevalid, 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 CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR 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. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreementor receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour andmaterial for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB-CONTRACTOR and on behalf of EMPLOYER will defend at his own expense,any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith.CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years fromthe date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorised agents:

45.1 In case the CONTRACTOR'S performance is delayed due to any act or omission on the part ofthe EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extensionof time for the completion of the WORK, to the extent such omission on the part

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of the EMPLOYER has caused delay in the CONTRACTOR'S performance of his WORK.

45.2 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 CONTRACTOR to maintain the agreed Time Scheduleof Completion.
In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR'S personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46 Payment if the contract is terminated:

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have alreadybeen covered by payments of amounts made to the CONTRACTOR for the WORK executed and acceptedby ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in theCONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified byENGINEER-IN- CHARGE of any such items or service comprised in which has been partiallycarried out or performed.

b) Any other expenses which the CONTRACTOR has expended for performing the WORK underthe CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurredsuch expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

a) Any and all completed works

b) Such partially completed WORK including drawings, informations and CONTRACT rights asthe CONTRACTOR has specially performed, produced or acquired for the performance of theCONTRACTOR.

47 No waiver of rights:

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor anyorder by the EMPLOYER for payment of money or any payment for or acceptance of the wholeor any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of anypower herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall anywaiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 Certificate not to affect right of employer and liability of contractor:

48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor anysum paid on account by the EMPLOYER, nor any extension of time for execution of the

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workgranted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of theCONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied andno certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR 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.

49 Language and measures:

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

50 Transfer of title:

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINALCERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under thisCONTRACT.

51 Release of information

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT ordescription of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 Brand names:

The specific reference in the SPECIFICATIONS and documents to any material by trade name,make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 Completion of contract:

53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACTshall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

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54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as maybe furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution andmaintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force asmay be required for the job and plan and execute the construction and erection according

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to theprescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keepthe construction work site free from water at his own cost.

58 Work on Sundays and Holidays:

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 General conditions for construction and erection work:

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in casesof need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into considerationfor formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER no this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayedcompletion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN- CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

60 Alterations in specifications, design and extra works:

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR ona lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposalsfor changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case wherethe EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONSor the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate timefor the EMPLOYER's prior approval giving the full back-up data for their review and for finalsettlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additionsto or substitutions for, the Schedule of Rates, the original specifications, drawings,

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designs andinstructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new itemsof WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shallnot invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which heagreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable.The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. <u>For Item Rate Contract</u>

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional,altered or substituted WORK at the same rates as are specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding onthe CONTRACTOR.

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such classof WORK, supported by analysis of the rate or rates claimed, and the ENGINEER- IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials andthe quantum of labour involved per unit of measurement will be final and binding onthe CONTRACTOR.

d) Where the item of work will be executed through nominated specialist agency as approvedby the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN- CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+_)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decreaseof quantities in the individual items of Schedule of Rates.

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Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No. Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a) Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Scheduel of Rates (The rates quoted for this increase shall be valid).
b) Beyond (-) 25% upto &	For reduction beyond

25%contractor shall be compensated by an amount equivalent to 10% of the reduction in valueof the contract as awarded. For example if theactual contract value is 70% of awarded value thencompensation shall be 10% of (75-70) i.e. 0.5% ofawarded contract value

II. <u>For Lumpsum Contracts</u>

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform theENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGEshall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurementwill be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction withall other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, ifany, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN-CHARGE at any time during the CONTRACT. The drawings and other documents issued bythe EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

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62 Drawings to be supplied by the contractor:

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as perthe directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____
(Name of Work)

Agreement No._____
Signed:_____

_____

(CONTRACTOR)

(ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works andshall provide an efficient staff for the purpose and shall be solely responsible for the accuracyof such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenanceof all existing survey marks, boundary marks, distance marks and center line

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marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relievethe CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall bemarked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checkedand approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relievethe CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide alllabour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64 Responsibility for level and alignment:

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein; such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

65 Materials to be supplied by contractor:

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him tothe SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft,pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be despatched from the CONTRACTOR'S stores before obtaining the approvalin writing of the ENGINEER-IN-CHARGE.

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66 Stores supplied by the employer:

66.1 If the SPECIFICATION of the WORK provides for the useof any material of special description to be supplied from the EMPLOYER'S stores or it is required that the CONTRACTOR shalluse certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores,and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied suchmaterials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials suppliedby the EMPLOYER will be recovered from the running account bill on the basis of the actualconsumption of materials in the works covered and for which the running account bill has beenprepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR'S account at the rates shown in the schedule of materialsand if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER'S stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER'Sstores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition atCONTRACTOR'S cost.

67 Conditions for issue of materials:

67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER form his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizesas obtained from the manufacturers.

iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storingthe materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the timeof taking delivery and satisfy himself that they are in good condition. After the materialshave been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost,at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any

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circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR'S inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the rightat his own discretion to issue such materials, if available with the EMPLOYER or procurethe materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however,does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occurnor shall this constitute a reason for the delay in the execution of the WORK.

viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

x) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for theworks, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR'S office at SITE.

xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not been titled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to theplace as directed by the ENGINEER-IN-CHARGE.

xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

68 Material procured with assistance of employer/return of surplus:

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACTwhere any materials for the execution of the CONTRACT are procured with the assistance ofthe EMPLOYER either by issue from EMPLOYER'S stock or purchases made under order orpermits or licences issued by Government, the CONTRACTOR shall hold the said materials astrustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to thecondition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/orcriminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higherrate, in the event of those materials at that time having higher rate or not being available in themarket, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and

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conclusive.

69 Materials obtained from dismantling:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantleany part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER'S propertyand will be disposed off to the best advantage of the EMPLOYER.

70 Articles of value found:

70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same tothe satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the sameto such person or persons indicated by the EMPLOYER.

71 Discrepancies between instructions:

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructionsor should there be any misunderstanding between the CONTRACTOR'S staff and the ENGINEER-IN- CHARGE'S staff, the CONTRACTOR shall refer the matter immediately inwriting to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusiveand no claim for losses alleged to have been caused by such discrepancies between instructions,doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do notcover the same, the WORK should be carried out as per standard Engineering Practice subjectto the approval of the ENGINEER-IN-CHARGE.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR'S premises/workshops wherever situated, premises/ workshops of any person, firm or corporationwhere WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly

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accredited in writing, presentfor the purpose. Orders given to the CONTRACTOR'S agent shall be considered to have thesame force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR'S expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR'S stores before obtaining the approvalin writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by theENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTSand in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR'S cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places.The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case ofnon- availability of testing facility with the EMPLOYER, the required test shall be carried outat the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall bereimbursed by the EMPLOYER.

75 Samples for approval:

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when

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requested or if required by the specifications, adequate samples of all materials and finished tobe used in the WORK. Such samples shall be submitted before the WORK is commenced andin ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76 Action and compensation in case of bad work:

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, orthat any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance withthe CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN- CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide otherproper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent)of the value of the whole WORK, while his failure to do so shall continue and in the case of anysuch failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or removeand re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising underthis clause shall be final and conclusive.

77 Suspension of works:

77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein orderedto be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustainedby him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKSas aforesaid will be granted to the ONTRACTOR should he apply for the same provided thatthe suspension was not consequent to any default or failure on the part of the CONTRACTOR.

ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, fora period of more than two months, the CONTRACTOR shall have the option to terminate theCONTRACT.

78 Employer may do part of work:

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of

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assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such workand material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shallpay the difference to the EMPLOYER.

79 Possession prior to completion:

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK,equitable adjustment in the time of completion will be made and the CONTRACT agreementshall be deemed to be modified accordingly

80 Defects Liability Period (Twelve months period of liability from the date of issue of completioncertificate):

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscoveredat 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 CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE orin default, the ENGINEER- IN-CHARGE may carry out such works by other work and deductactual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final)from any sums that may then be or at any time thereafter, become due to the CONTRACTOR orfrom his Contract Performance Security, or the proceeds of sale thereof or a sufficient part onthereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract PerformanceGuarantee shall be furnished separately for the extended period of liability for that portion ofWORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 <u>LIMITATION OF LIABILITY</u>

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement

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/Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 Care of works

From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE'S instructions.

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works orany portion thereof are defective, or do not fulfill the requirements of CONTRACT (all suchmatters being hereinafter, called 'Defects' in this clause), and

b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose

DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied bythe CONTRACTOR or workmanship or any act or omission of the CONTRACT or that mayhave been noticed or developed, after the works or groups of the works has been taken over, theperiod allowed for carrying out such WORK will be normally one month. If any defect be notremedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR'S risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER

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shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue ofCompletion Certificate.

82 Guarantee/transfer of guarantee

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is notprepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufacturedand/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enablethose personnel to become familiar with the equipment being furnished by the CONTRACTOR.EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTORon receiving details of such defects or deficiencies shall at his own expenses within 7 (seven)days of his receiving the notice, or otherwise within such time as may be reasonably necessaryfor making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications.In case the CONTRACTOR fails to do so,EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at thecost of CONTRACTOR'S, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects anddeficiencies.

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84.2 The CONTRACTOR'S full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR'S extreme liability under thisclause shall be limited to the repayment of all such sums paid by the EMPLOYER under theCONTRACT for such defective plant.

85 Indemnity

85.1 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 CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, ordamage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR'S, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, 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.

86 Construction aids, equipments, tools & tackles:-

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government ofIndia. It shall be clearly understood that EMPLOYER shall not in any way be responsible forarranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tendererin his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretationsthereof shall be solely the responsibility of the CONTRACTOR.

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SECTION-VI CERTIFICATES AND PAYMENTS

87 Schedule of rates and payments

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR 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 WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall beor become due or payable to the CONTRACTOR under the CONTRACT

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR 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 executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) 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 and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or

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described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) 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 WORK, also all royalties, rents andother payments in connection with obtaining materials of whatsoever kind for the WORK andshall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK 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 on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:
No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay 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), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) 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 CONTRACTOR's conduct of WORK which occur 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.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:
For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works 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 CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only bereleased on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

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Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets suppliedby EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submissionof the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 BGL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by theEngineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume ofwork executed since the last measured bill alongwith summary of final measurements will beconsidered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM : BHAGYANAGAR GAS LIMITEDhas introducedComputerised Billing System whereby when the Bills are submitted in BGL by a Contractor,a receipt number is generated. The Contractor can know the status of the Bill through BGL'swebsite.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no `Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to beadopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING-OFF OF AMOUNTS:

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 Lumpsum in tender:

89.1 The payment against any Lumpsum item shall be made only on completion of that item as perthe provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 Running account payments to be regarded as advance:

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90.1 All running account payments shall be regarded as payment by way of advance against the finalpayment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accurring of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91 Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK 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 CONTRACTOR 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 CONTRACTOR must intimate his intentionto 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 CONTRACTORwill lose his right to claim any compensation/reimbursement/damages etc. or refer the matterto arbitration. Failure on the part of CONTRACTOR 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 this rights in respect thereof.

91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period inwhich his claims are under consideration by the EMPLOYER, irrespective of the outcome ofsuch claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications asare applicable for the CONTRACT. The rates for extra works shall generally be the unit ratesprovided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for whichdaily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK 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 work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

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92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole ofthe work shall have been completed and a certificate of completion given. But in case of worksestimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passedby the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by aperson holding due power of attorney in this respect on behalf of the CONTRACTOR, exceptwhen the CONTRACTOR's are described in their tender as a limited company in which casethe receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 <u>APPLICATION FOR COMPLETION CERTIFICATE</u>:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

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94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with 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 until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sumactually realised by the sale thereof.

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

i) The technical documents according to which the WORK was carried out.
ii) Six (6) sets of construction drawings showing therein the modification and correction madeduring the course of execution and signed by the ENGINEER-IN-CHARGE.
iii) COMPLETION CERTIFICATE for `embedded' and covered' up work.
iv) Certificates of final levels as set out for various works.
v) Certificates of tests performed for various WORKS.
vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents

95 Final decision and final certificate:

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence 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 and the CONTRACTOR 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 notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

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96 Certificate and payments on evidence of completion:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

97 Deductions from the contract price:

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 Taxes & Duties, i etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes such as GST & Duties, etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS 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 CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR 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 CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work 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 actsprevailing from time to time.

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99 Sales tax/Turnover tax:

99.1 Tenderer should quote all inclusive prices including the liability of GST/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by theCONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible forany such liability of the CONTRACTOR in respect of this CONTRACT.

100 Statutory variations

100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BGL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BGL.

101 Insurance:

101.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputableinsurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibilityto maintain adequate insurance coverage at all times during the period of CONTRACT shall bethat of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damageor loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) daysin advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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Statutory clearances, if any, in respect of foreign supply required for the purpose of replacementof equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearancesand other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (duringocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for anyliability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided forby this CONTRACTOR, by third parties or by Central or State Government authority or anypolitical sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or thosecovered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contributionas per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under theAct in respect of employees and payments and the CONTRACTOR shall secure the agreementof the SUB- CONTRACTOR to maintain such records. Any expenses

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incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR'sor SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:
The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except anaccident or injury resulting from any act or default of the EMPLOYER, his agents or servantsand the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men anddamage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

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b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff whoare not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work. The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.

e) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contrator shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required bythe EMPLOYER.

102 Damage to Property or to any Person or any Third Party

i) CONTRACTOR 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 all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORs.

iii) The CONTRACTOR shall take sufficient care in moving his plants, 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 plant, 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

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party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The CONTRACTOR 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 acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 Labour laws:

103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.

ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.

iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicablelabour laws.

v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, heshall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

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vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER- IN-CHARGE a true statement showing in respect of the second half of the preceding monthand 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 CONTRACTOR 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. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment ofChildren Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officeras defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deductfrom the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment 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 CONTRACTOR 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 hisright to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR 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 CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of

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one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of Apprentices Act, 1961:

104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the Employer:

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYERfor or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable foror in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of anyaccident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to andpaid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to

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recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or asframed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, waterand other sanitary and health arrangements. The CONTRACTOR shall also provide necessarysurface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 Arbitration:

107.1 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 referred to arbitration by Sole Arbitrator.
The Employer [BHAGYANAGAR GAS LTD.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) 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 (BGL) 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 seat and venue of arbitration shall be Hyderabad, Telangana. Subject to the arbitration clause, the courts at Hyderabad shall have exclusive jurisdiction over matters arising under the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language. 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 venue shall be Hyderabad, India.

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Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable, as amended from time to time.

Bidders/suppliers/contractors 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.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT ANDANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE ASFOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon 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 Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

108.1 The CONTRACT shall be governed by and constructed according to the laws in accordance with the laws in force in INDIA. Subject to the Arbitration Clause contained herein, the Courts at HYDERABAD, TELANGANA shall have exclusive jurisdiction only for matters arising under or in connection with the Arbitration and Conciliation Act, 1996 including applications for interim relief, appointment of arbitrator, challenge to the arbitral award, and enforcement thereof.

SECTION-X SAFETY CODES

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein.Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if

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it has been prepared.

110 Safety regulations:

110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrangefor all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. TheElectricity Act, The Mines Act and such other acts as applicable.

ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult withEMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

111.1 i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.

ii) CONTRACTOR 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 of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physicianshall be furnished to the EMPLOYER.

112 General rules:

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of theno smoking rules shall be discharged immediately.

113 Contractor's barricades:

113.1 i) CONTRACTOR shall erect and maintain barricades required in connection with his operationto guard or protect:-

a) Excavations

b) Hoisting Areas.

c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.

d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.

e) Rail Road unloading spots.

ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquaintedwith EMPLOYER's barricading practice and shall respect the provisions thereof.

iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel

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shall be marked by red flasher lanterns at nights.

114 Scaffolding:

114.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be donefrom the ground or from solid construction except such short period work as can be done safelyfrom ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall beprovided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from anoverhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereofwith only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitablemeans to prevent the fall of persons or materials by providing suitable fencing of railing whoseminimum heights shall be 1 metre.

v) platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provideall necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that maybe brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromiseany claim by any such person.

115 Excavation and trenching:

115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof. Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse.

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The excavated materials shall not be placed within

1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shallbe done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety:

116.1 i) Before any demolition work is commenced and also during the progress of the demolition work

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electricallycharged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN- CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall takeadequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield,hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before theworkers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymadepaint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the formof spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shallbe provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be

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made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shallconform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strengthand free from patent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequateprecautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations whichare already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carrykeys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removedwhile it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer,ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR forthe operations of any other Act or rules in force in the Republic of India. The work throughoutincluding any temporary works shall be carried out in

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such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto orany existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 Care in handling inflammable gas:

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the lawand/or as advised by the fire Authorities of the EMPLOYER.

118 Temporary combustible structures:

118.1 Temporary combustible structures will not be built near or around work site.

119 Precautions against fire:

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 Explosives:

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the mannerand to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.

121 Mines act:

121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grantof maternity benefits to female workers shall make the CONTRACTOR

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liable to pay CompanyLiquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under thisCONTRACT and shall indemnify the EMPLOYER from and against any claim under the MinesAct or the rules and regulations framed thereunder by or on behalf of any persons employed byhim or otherwise.

122 Preservation of place:

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. 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 works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 Outbreak of infectious diseases:

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN- CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER- IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 Use of intoxicants:

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D.safety code and Indian Standard Code framed from time to time.

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Annexure-1 to GCC

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BGL / Dated ----------

Contract Agreement for the work of ---------- BHAGYANAGAR GAS Ltd. made on -------- between (Name and Address)----------, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BHAGYANAGAR GAS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

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Signed and Delivered for and on behalf of EMPLOYER	Signed and Delivered for and on behalf of the CONTRACTORs
BHAGYANAGAR GAS LIMITED	(NAME OF THE CONTRACTOR)

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.....
.....

Date: .....
Place: .....

Date: .....
Place: .....

IN PRESENCE OF TWO WITNESSES

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Annexure-2 to GCC

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS BHAGYANAGAR GAS LTD. (hereinafter referred to as BGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 4th Floor, Vasanth Chambers, Basheer Bagh, Hyderabad-500 004 (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.
AND WHEREAS

i) BGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi□finished and raw)for the purpose of EXECUTION of the. said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by BGL to the CONTRACTOR, BGL has required the CONTRACTOR to furnish to BGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to BGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to BGL forthwith on demand in writing without protest or demur the value as specified by BGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with BGL'S costs and

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expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs._____Rupees_____ Only).

AND THE CONTRACTOR hereby agrees with BGL that

. i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of BGL arising hereunder upto and until the midnight of . However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BGL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of BGL in any notice or demand or other writing addressed to the CONTRACTOR as to . any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BGL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by BGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____ _

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

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