



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

BID DOCUMENT FOR

**TENDER FOR GROUP MEDICAL INSURANCE COVERAGE - FAMILY
FLOATER POLICY FOR BGL EMPLOYEES & DEPENDENTS AT
HYDERABAD, VIJAYAWADA AND KAKINADA**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

e- tender

Bid Document No.: BGL/734/2026-27

VOLUME-I of II

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.**

Annexure – 1

**INSTRUCTIONS FOR PARTICIPATION IN e-
TENDERING**

(Sign & Seal of Bidder)

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.*

(Sign & Seal of Bidder)

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, epochelpdesk.01@gmail.com, epochelpdesk.44@gmail.com, epochelpdesk.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.

(Sign & Seal of Bidder)

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(Sign & Seal of Bidder)

SECTION- I

INVITATION FOR BID (IFB)

(Sign & Seal of Bidder)

Ref No: BGL/734/2026-27

Date: 16.04.2026

To,

PROSPECTIVE BIDDERS

SUB: Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada

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 Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada	
(B)	TENDER NO. & DATE	BGL/734/2026-27 Dated: 16.04.2026	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	-
		TWO BIDS SYSTEM	✓
(D)	TYPE OF TENDER	E-TENDER	✓
		MANUAL	-
(E)	COMPLETION/CONTRACT PERIOD	01 Year	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	
		NOT APPLICABLE	✓
PPP 2012-Not Applicable			

(Sign & Seal of Bidder)

(F1)	DECLARATION FOR BID SECURITY	Not Applicable
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 16.04.2026 to 26.04.2026, 15:00 Hrs, IST) on following websites: i) www.bglgas.com/tenders ->e-tender on website ii) www.cppportal/e-publish iii) https://petroleum.uniwizarde.com The bidders are requested to submit soft copies of their bid electronically on the ewizard Portal. iv) (https://petroleum.uniwizarde.com) using valid Digital Signature Certificates.:
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 18.04.2026 Time : 11 :00 Hrs Venue : Virtual
(I)	Pre Bid Link : Join:	https://teams.microsoft.com/meet/48933303875106?p=Vkfsc0Z9sl2DAzjK0s Pre-Bid Meet ID: 489 333 038 751 06 Passcode: ak7wC93d
(J)	DUE DATE & TIME OF BID- SUBMISSION (ON OR BEFORE)	Date : 26.04.2026 Time : 15:00 hrs
(K)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 26.04.2026 Time : 16:00 hrs
(L)	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
(M)	DEALING BGL'S OFFICE ADDRESS	Bhagyanagar Gas Limited 4th floor of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), Basheer Bagh, Hyderabad-500 004

2.0 EVALUATION BASIS

As per relevant clause of BEC.

3.0 i) Bid Document calls for offers on single point "Prime Bidder"

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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 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 Security (if applicable) / undertaking letter

[Note: Submission of original is not applicable for online banking transaction]

ii) Letter of Credit

- 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. **Not Applicable**

- 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 ewizard portal - <https://petroleum.euniwizarde.com>, 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.

(Sign & Seal of Bidder)

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 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 of Vasantha Chambers,
next to the Income Tax office (Aayakar Bhavan).
Basheer Bagh, Hyderabad
Ph No.: 040- 23236983
Fax. No.: 040- 23245081
Email: pradeep.yadav@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
Manager (C & P)

Enclosure: Bid Document

(Sign & Seal of Bidder)



Bhagyanagar
Gas Limited

**Tender for Group Medical Insurance coverage - Family
Floater Policy for BGL Employees & Dependents at
Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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SECTION 2
BID EVALUATION CRITERIA

(Sign & Seal of Bidder)

BID EVALUATION CRITERIA (BEC):

1. TECHNICAL CRITERIA:

- i) The Bidder must be an Insurance Company registered with Insurance Regulatory and Development Authority of India (IRDA).

In support of the claim of meeting this criterion, following documents to be submitted/uploaded by bidder along with bid for qualification of technical Criteria duly certified/attested by Notary Public with legible stamp.

- i) Copy of valid Registration Certificate issued by the IRDA along with their bid.

2. FINANCIAL CRITERIA: Not Applicable

3. EVALUATION:

Evaluation and award shall be done overall least cost basis to BGL.

- 1) The bids shall be evaluated based on premium quoted by the bidder with discount offered in the SOR. Bid quoted with lowest net premium shall be considered for award of the policy.
- 2) If more than one bidder quotes the same rate and happens to be L-1, then the Insurance company who has the oldest registration with IRDA will be given preference for award.
- 3) The offers of Insurance Companies debarred/blacklisted by IRDA are liable to be rejected.
- 4) For evaluation GST shall be considered @18% However, payment to the company shall be made as per actual.

I. GENERAL :

Only documents (Policies, 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/ is to be submitted by bidder in response to TQ/CQ to qualify and such documents will not be considered by BGL for evaluation of Bid.

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.

(Sign & Seal of Bidder)

II. 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

Note:- M/s. Visista Insurance Broking Services Pvt, Ltd is the authorized broker for the Group Medical Insurance Services.

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SECTION-03
INSTRUCTIONS TO BIDDERS

(Sign & Seal of Bidder)

INSTRUCTION TO BIDDERS

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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.

- 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

(Sign & Seal of Bidder)

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

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.

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.

(Sign & Seal of 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.

4.3 Alternative Bids shall not be considered.

(Sign & Seal of Bidder)

- 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 COSTS 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.

(Sign & Seal of Bidder)

[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 : Scope of Work [SOW]
- Section-VII: Special Condition of Contract [SCC]
- Section-VIII: Schedule of Rates [SOR]

*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 CLARIFICATIONS 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".

(Sign & Seal of Bidder)

9 AMENDMENTS 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 LANGUAGES 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 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.
- Covering letter.
 - Bidder's General Details/information
 - 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.
 - Bid Form as per F-2
 - 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.
 - Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - Details of similar work done and Specific experience during past seven years.
 - 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.euniwizarde.com>, and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender 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 the lowest evaluated bidder without considering the

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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 be 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

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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.

- 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, 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, if 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

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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 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.

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

(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 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.

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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.

14 BID VALIDITY

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT – Not Applicable

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.

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- 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
 - (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 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 exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 39 of ITB. However, Trader’s/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.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond:

- (i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- (ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- (iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

(Sign & Seal of Bidder)

- (iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- (v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more.
- (vi) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (vii) Central/ State PSUs.
- (viii) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant documents for exemption from furnishing Earnest Money / Bid Bond

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.

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.

(Sign & Seal of Bidder)

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.
- 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.

(Sign & Seal of Bidder)

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

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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 & Cheques etc.

[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 DEADLINES 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

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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.

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

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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 CONFIDENTIALITIES

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

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of 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.

(Sign & Seal of Bidder)

29 EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 Deleted

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 **COMPENSATIONS 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.

[F] – AWARD OF CONTRACT

34 **AWARDS**

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 **NOTIFICATIONS 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,

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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 affected 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"

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

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT :- Not Applicable

- 37.1 SD/CPS @ 5% of Total order/contract value in case contract period is less than one year or 5% 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 annualize order/contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deduction amount) reaches 5% of Total order/contract value in case contract period is less than one year or 5% of annualized order/ Contract value in case contract period is more than one year.

The Contract Performance Guarantee 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

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

- 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

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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 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.

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38 PROCEDURES 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 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) Issues 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 MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

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

39.2 The 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 at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

39.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit 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.

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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 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.

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

1.0 CONCILIATION:

(Sign & Seal of Bidder)

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 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.

1. 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

(Sign & Seal of Bidder)

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.
- 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.

(Sign & Seal of Bidder)

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

44 **Deleted**

45 **PROMOTIONS OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:
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/

(Sign & Seal of Bidder)

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 as per 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.

(Sign & Seal of Bidder)

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 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.

(Sign & Seal of Bidder)

- 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>

Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

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

(Sign & Seal of Bidder)



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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)

(Sign & Seal of Bidder)



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Appendix-A2 to Annexure-A
GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

M/s BHAGYANAGAR Gas Limited, a company duly registered under the law of India having its Registered Office at 4th floor of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), 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

(Sign & Seal of Bidder)

guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....

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

(Sign & Seal of Bidder)



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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)

- 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:

- Signature _____
Full Name _____
Address _____
- Signature _____
Full Name _____
Address _____

(Sign & Seal of Bidder)

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.

(Sign & Seal of Bidder)

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.

(Sign & Seal of Bidder)



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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 4th floor of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), Basheer Bagh, Hyderabad – 500004 (herein after called the "BHAGYANAGAR Gas" which expression shall wherever the context so require include its successors and assignees).

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

(Sign & Seal of Bidder)

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 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.

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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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)

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)

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:
 - 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

(Sign & Seal of Bidder)

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 to perform activities using the transferred technology independently. (Matters of

(Sign & Seal of Bidder)

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.

(Sign & Seal of Bidder)

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 of Bidder*) is:

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

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

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

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

(Sign & Seal of Bidder)

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:

(Sign & Seal of Bidder)

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. 3D 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

(Sign & Seal of Bidder)

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

Explanatory notes for calculation of local content given below:

(Sign & Seal of Bidder)

- 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%.

'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'.
- (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

(Sign & Seal of Bidder)

- (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 '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:

(Sign & Seal of Bidder)

- 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 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.

(Sign & Seal of Bidder)

8.0 EXEMPTION IN SOURCING 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 Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external 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

(Sign & Seal of Bidder)

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 promptly brought 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.

(Sign & Seal of Bidder)

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	<input type="checkbox"/>
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	<input type="checkbox"/>

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

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family
Floater Policy for BGL Employees & Dependents at
Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

Volume I of
II

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 Purchase Preference as per PPP-MSE policy is not applicable.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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FORM-2 to Annexure C

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

(Sign & Seal of Bidder)

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: [Signature of Authorized Signatory]

Date: 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 accountants (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)

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"

(Sign & Seal of Bidder)

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

(Sign & Seal of Bidder)

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.


(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.

(Sign & Seal of Bidder)

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**

(Sign & Seal of Bidder)

Annexure-I of ITB

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

Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - 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.

B.2.1 Period of Banning:

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday 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	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 theirbanning, 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.

(Sign & Seal of Bidder)

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.

(Sign & Seal of Bidder)

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 Manual 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

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circumstances, 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/ Nonstock Non valued 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

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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) 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.

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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 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.

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- 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
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is “POOR” (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 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/

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

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.
- (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.

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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.

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)

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/	Delay in Weeks	Marks
------------------	----------------	-------

Completion 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 marks	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 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-

(Sign & Seal of Bidder)

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/ 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
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 10 marks

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quantity for normal cases

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
	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

(Sign & Seal of Bidder)



Bhagyanagar
Gas Limited

**Tender for Group Medical Insurance coverage - Family
Floater Policy for BGL Employees & Dependents at
Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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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: Mr. Pradeep Kr. Yadav, Manager (C&P) Email: pradeep.yadav@bglgas.com/cnp@bglgas.com
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 37	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 M/s Bhagyanagar Gas Limited payable at Khairatabad, Hyderabad
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:
E. EVALUATION, AND COMPARISON OF BIDS	

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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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center">APPLICABLE</td> <td align="center">✓</td> </tr> <tr> <td align="center">NOT APPLICABLE</td> <td></td> </tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit</p>	APPLICABLE	✓	NOT APPLICABLE	
APPLICABLE	✓				
NOT APPLICABLE					
40	Whether tendered item is non-split able or not-divisible : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center">YES</td> <td align="center">✓</td> </tr> <tr> <td align="center">NO</td> <td></td> </tr> </table>	YES	✓	NO	
YES	✓				
NO					
41	Provision of AHR Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center">APPLICABLE</td> <td align="center">✓</td> </tr> <tr> <td align="center">NOT APPLICABLE</td> <td></td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	
APPLICABLE	✓				
NOT APPLICABLE					
48	Applicability of provisions relating to Startups: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center">APPLICABLE</td> <td></td> </tr> <tr> <td align="center">NOT APPLICABLE</td> <td align="center">✓</td> </tr> </table>	APPLICABLE		NOT APPLICABLE	✓
APPLICABLE					
NOT APPLICABLE	✓				

(Sign & Seal of Bidder)

SECTION -4

AGREED TERMS AND CONDITIONS

(Sign & Seal of Bidder)

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

(Sign & Seal of Bidder)

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
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
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	Not Applicable
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 transactions].	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 along with 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

(Sign & Seal of Bidder)

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

**Bidder Signature
Name
Designation
Seal**

(Sign & Seal of Bidder)

SECTION -5

PROPOSAL FORMS & FORMATS

(Sign & Seal of Bidder)

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:	H. No./Sy.No./Plot No.- City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	H. No./Sy.No./Plot No.- 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	H. No./Sy.No./Plot No.- City: District: State: PIN/ZIP: GST No.:

(Sign & Seal of Bidder)

**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
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	GST no. of all such locations are to be provided).	
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	
10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No <i>[If yes, please furnish details]</i>
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 39)</i>
14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 39)</i>
14c	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 39)</i>
15a	Whether Bidder is a Startup or not	Yes / No <i>(, Bidder to submit requisite documents as specified in ITB: Clause No. 48)</i>
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:

(Sign & Seal of Bidder)



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FORM F-2

BID FORM

To
Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC Building, 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Sign & Seal of Bidder)

FORM F-3

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY" :- Not Applicable

(To be stamped in accordance with the Stamp Act)

To, M/s Bhagyanagar Gas Limited Registered office: 4th floor of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), Basheerbagh, Hyderabad 500004	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

(Sign & Seal of Bidder)



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instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

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:

(Sign & Seal of Bidder)

(OFFICIAL ADDRESS)

Confirmation Email Id :

IFSC Code of Issuing Bank:

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
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	EM D	ADVANCE

(Sign & Seal of Bidder)



Bhagyanagar
Gas Limited

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6	BG ISSUED BANK DETAILS	(A)	EMAIL ID	:			
		(B)	ADDRESS	:			
		(C)	PHONE NO	:			

(Sign & Seal of Bidder)

FORM F-4

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" :- Not Applicable
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To, M/s Bhagyanagar Gas Limited Registered office: 4th floor of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), Basheerbagh, Hyderabad 500004	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 of Vasantha Chambers, next to the Income Tax office (Aayakar Bhavan), Basheerbagh, Hyderabad 500004 (herein after called the "BGL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/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

(Sign & Seal of Bidder)

_____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Supplier/Contractor/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

(Sign & Seal of Bidder)



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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 :

(Sign & Seal of Bidder)

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 :- Not Applicable

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.

(Sign & Seal of Bidder)

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.

(Sign & Seal of Bidder)



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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.

1.

2.

2.

(Sign & Seal of Bidder)

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.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMENT	DEVIATION	REASONS FOR DEVIATION

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

NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....
& SEAL

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

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

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

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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FORM F-7

DECLARATION

Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC Building, 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)



**Tender for Group Medical Insurance coverage - Family
Floater Policy for BGL Employees & Dependents at
Hyderabad, Vijaywada and Kakinada
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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
Parisrama Bhavan
TSIDC Building, 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 a forementioned 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)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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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 of Vasantha Chambers,
next to the Income Tax office (Aayakar Bhavan),

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.

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

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FORM F-9

DETAILS OF P.F. REGISTRATION – NOT APPLICABLE

Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC Building, 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:.....

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
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FORM F-10

FINANCIAL SITUATION- NOT APPLICABLE

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:

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
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FORM F-11

FORMAT FOR CERTIFICATION FROM BANK IF THE BIDDER'S WORKING CAPITAL IS INADEQUATE - NOT APPLICABLE
(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To
M/s Bhagyanagar Gas Ltd
2ndFloor, TSIDC Building,
Parisrama Bhavan, Basheer bagh,
Hyderabad – 500004

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:

(Sign & Seal of Bidder)

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/

(Sign & Seal of Bidder)

Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL/ BGL/HPCL business in future.

- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGL shall be entitled to terminate the Contract. BGL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) BGL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until BGL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, BGL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

INDEPENDENT EXTERNAL 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 authorised 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, 2nd Floor, Parisrama Bhavan, TSIDC Building, Basheerbagh,Hyderabad –4

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

(Sign & Seal of Bidder)

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 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

(Sign & Seal of Bidder)

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.
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.

(Sign & Seal of Bidder)

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 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.

(Sign & Seal of 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)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

Note:

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



**Tender for Group Medical Insurance coverage - Family
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FORMAT-13

INDEMNITY BOND :- Not Applicable

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 Parisrama Bhavan, TSIDC Building, Basheer Bagh, Hyderabad – 500 004 has 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]

Authorized Representative

Place:

Witnesses: 1

2

Dated:

(Sign & Seal of Bidder)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
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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/ Contract 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:

[Signature of Authorized Signatory of Bidder]

Date:

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.

(Sign & Seal of Bidder)



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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)



**Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada
Bid Document No. BGL/734/2026-27**

Volume I of II

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:

(Sign & Seal of Bidder)

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)

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	DESCRIPTION	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 BEYONDMONTH FROM BID VALIDITY PERIOD OFDAYS.	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	Yes	NO

(Sign & Seal of Bidder)

		(3) preceding 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]	

(Sign & Seal of Bidder)