BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

PROCUREMENT OF CNG DISPENSERS ON RATE CONTRACT BASIS FOR A PERIOD OF 01 YEAR ALONG WITH 10 YEARS CAMC INCLUSIVE OF THE WARRANTY PERIOD

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

e- tender

Bid Document No.: BGL/781/2026-27

VOLUME-I of II

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

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

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

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

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Annexure – 1

INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING

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INSTRUCTION FOR VENDORS

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

1. REGISTRATION PROCESS ON ONLINE PORTAL

a) Bidders to enroll on the e-Procurement module of the portal https://petroleum.euniwizarde.com/ by clicking on the link "Bidder Enrolment".

b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.

c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.

d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.

g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.

c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

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4. BID SUBMISSION

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.

d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

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

6. ASSISTANCE TO BIDDERS

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com , eprochelpdesk.06@gmail.com

c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

d) The bid should be submitted through e-Wizard portal (https://petroleum.euniwizarde.com/) only.

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Date: 2026.09.09 18:10:20 IST

CONTENTS

VOLUME I OF II

SECTION 1 - INVITATION FOR BIDDER (IFB)

SECTION 2 - BID EVALUATION CRITERIA

SECTION 3 - INSTRUCTIONS TO BIDDERS

SECTION 4 - AGREED TERMS & CONDITIONS

SECTION 5 - PROPOSAL FORMS & FORMATS

- **i) Bidders General Information**
- **ii) Bid Form**
- **iii) Declaration for Bid Security**
- **iv) Proforma for Contract Performance Security Bank Guarantee**
- **v) Proforma for Contract Agreement.**
- **vi) Exception & Deviation Statement.**
- **vii) Declaration.**
- **viii) i) Proforma of Letter of Authority for Attending the Bid Opening**
  - **ii) Proforma of Letter of Authority for Attending the Bid Negotiation.**
- **ix) Details of PF Registration.**
- **x) Financial Data.**
  - **Financial Data for last Audited financial year (F-10)**
  - **Format for certificate from bank if the Bidder's Working Capital is inadequate (F-11)**
- **xi) Integrity Pact (F-12)**
- **xii) Indemnity Bond (F-13)**
- **xiii) Letter of Authority (F-14)**
- **xiv) Bidder's Queries For Pre Bid Meeting (F-15)**
- **xv) Bidder's Experience (F-16)**
- **xvi) E-Banking Mandate Form (F-17)**
- **xvii) Undertaking Regarding Submission of Electronic Invoice (E-Invoice as Per GST Laws) (F-18)**
- **xviii) No Claim Certificate (F-19)**

SECTION 6 - GENERAL CONDITIONS OF CONTRACT

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SECTION- I

INVITATION FOR BID (IFB)

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Date: 2026.09.09 18:10:20 IST

Ref No: BGL/781/2025-26 **Date: 09.09.2026**

To,

PROSPECTIVE BIDDERS

SUB: Procurement of CNG Dispensers on Rate contract basis for a period of 01 year along with 10 years CAMC inclusive of the warranty period

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	Procurement of CNG Dispensers on Rate contract basis for a period of 01 year along with 10 years CAMC inclusive of the warranty period
(B)	TENDER NO. & DATE	**BGL/781/2025-26 Dated: 09.09.2026**
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM: - TWO BID SYSTEM: ✓
(D)	TYPE OF TENDER	E-TENDER: ✓ MANUAL: -
(E)	COMPLETION/CONTRACT PERIOD	**12 months from the date of Fax of Acceptance (FOA),**
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE: ✓ NOT APPLICABLE: - Amount: INR **Rs. 15 Lakhs**
(F1)	DECLARATION FOR BID SECURITY	Bidder is required to submit declaration for bid security in Bid as per Performa at FORM F-2

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Date: 2026.09.09 18:10:20 IST

(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 09.09.2026 to 30.09.2026 18:00 Hrs, IST) on following websites: i) www.bglgas.com/tenders ->e-tender on website ii) www.cppportal/e-publish iii) https://www.gem.gov.in The bidders are requested to submit soft copies of their bid electronically on the GEM Portal
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 15.09.2026 Time : 11:00Hrs Venue : Virtual
	Pre Bid Link : https://teams.microsoft.com/meet/414075921482784?p=JzZARnRA9St2W8tl8j Pre Bid Meet ID : 414 075 921 482 784 Pass Word : vQ9xf3tv	
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 30.09.2026 Time : 18:00 hrs
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 30.09.2026 Time : 18:30 hrs
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Annam Setti Ramakrishna Designation: Ch. Manager Phone No. & Extn : 040-23236983 Direct No.: e-mail : ramakrishna.a@bglgas.com /cnp@bglgas.com
[	DEALING BGL'S OFFICE ADDRESS	**Bhagyanagar Gas Limited** 4th Floor Vasantha Chambers, Fateh Maidan Road, Basheer Bagh,Hyderabad-500 004

2.0 **EVALUATION BASIS**

As per relevant clause of Bid Evaluation criteria.

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

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

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Date: 2026.09.09 18:10:20 IST

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) Line 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.

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

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

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

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

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

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

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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:-

Manager (C&P)
Bhagyanagar Gas Limited
4th Floor Vasantha Chambers,
Fateh Maidan Road,
Basheer Bagh,Hyderabad-500 004
Ph No.: 040- 23236983
Fax. No.: 040- 23245081
Email: ramakrishna.a@bglgas.com / cnp@bglgas.com

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

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

Please specify the Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,
FOR AND ON BEHALF OF
Bhagyanagar Gas Limited

Enclosure: Bid Document

Ch. Manager (C & P)

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Date: 2026.09.09 18:10:20 IST

CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : BGL/781/2026-27
GEM ID No. :

Description: **Procurement of CNG Dispensers on Rate contract basis for a period of 01 year along with 10 years CAMC inclusive of the warranty period**

Bid Due Date& Time : 30.09.2026

From:	***To:***
……	……
……	……

(To be pasted on the envelope containing Physical documents)

==========

(Sign & Seal of Bidder)

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SECTION 2

BID EVALUATION CRITERIA

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BID EVALUATION CRITERIA (BEC):

A. Technical Criteria:

A.1 The CNG Dispensers Model offered by the bidder for supply under this bid must have valid PESO Certificate.

A.2. (i) The bidder must have supplied at least 24 Nos of CNG Dispensers in a single order in previous seven years reckoned from bid due date.

(ii) At least (one) no. supplied Dispenser (Car or Bus or Combo) should have completed satisfactory operation at least two years as on bid due date.

A.3 The Model of the CNG Dispensers offered by the bidder for supply under this tender, must have:

For CNG Dispenser manufactured in India- Valid Model approval, valid License for manufacturing, valid License for Dealer and Repair from Legal Metrology Department (W&M) India.

For CNG Dispenser manufactured outside India- Valid Model approval along with valid Certification of registration of importer from Legal Metrology Department (W&M) India. The valid Certification of registration of importer must be in the name of the bidder.

Note:-

Eligibility criteria in case bid are submitted on the basis of technical experience of foreign based another company (Supporting Company / Technology Manufacturer) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa: Applicable for this tender as per Annexure-A of ITB.

In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC (at A.2), such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user/owner/Authorized consultant.

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

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Date: 2026.09.09 18:10:20 IST

B FINANCIAL CRITERIA:

B.1 **Annual Turnover**

The Average Annual Financial Turnover during the three preceding financial years of the should be minimum of **Rs 169.37** Lakhs or more:

B.2 **Net worth**

Net worth of the bidder should be positive as per the immediately preceding audited financial results of financial year **2025-26**

I. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

Documents Required to be submitted by the bidder along with the bid for qualification of BEC:

BEC Clause No.	Description	Documents required for qualification
Technical Criteria (A)		
A.1	PESO CERTIFICATE	Copy of the Valid PESO Certificate for the CNG Dispenser model considered for Supply under this tender
A.2	(i) (ii)	a) Detailed Purchase Order/Work Order/Contract copies furnishing technical details. b) Completion/Execution Certificate issued by End User' authorized consultant. OR Payment certificate along with invoice. OR Inspection report along with Inspection Release Note. Document(s) submitted as a proof of execution must bear cross-reference of submitted Purchase Order c) The confirmation letter/ certificate from client/end user (with cross reference of PO) for successful and satisfactory completion in operation for at least two years as on bid due date for the minimum required quantity of supplied dispenser(s)as detailed in BEC
A.3	For CNG Dispenser manufactured in India	For CNG Dispenser manufactured in India Bidder shall furnish a valid copy of below certificates from Legal Metrology department (W&M) India for offered model of CNG Dispenser. In case CNG Dispenser manufactured in India a) Copy of valid Model approval. b) Copy of valid License for manufacturing. c) Copy of License of Dealer

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Date: 2026.09.09 18:10:20 IST

	CNG Dispensers are manufactured outside India	d) Copy of the valid License for Repair/Sales/ Service In case CNG Dispensers are manufactured outside India a) Approval from W&M India for Model approval in the name of foreign manufacturer for offered CNG Dispenser. b) Copy of Certification of registration of Importer in the name of bidder.
Note	Bidder using credentials of Foreign Manufacturer: Proof of foreign manufacturer (having manufacturing unit outside India) of past experience of supply as per A.1	Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa.(Refer relevant Clause of ITB)
	In case of rate contract	Bidder to comply the documents as mentioned under A.2 above. Regarding execution, bidder to submit satisfactory work execution certificate issued by End User/Owner/Authorized Consultant.
	Job executed for Subsidiary / Fellow subsidiary /Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
Financial Criteria (B)		
B.1	Annual Turnover	Audited Annual Financial Statements (including Auditor's report, Balance sheet, Profit & Loss Account Statements & Schedules etc) for three preceding financial Years. Certificate from Chartered Accountant for details of Financial Capability of (Form F-10)
B.2	Net Worth	Audited Annual Financial Statements (including Auditor's report, Balance sheet, Profit & Loss Account Statements & Schedules etc) for three preceding financial Years. Certificate from Chartered Accountant for details of Financial Capability of (Form F-10)

II. Authentication of documents submitted in support of Technical Criteria:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be **duly certified/ attested by Notary Public with legible stamp.**

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:
Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp.

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Date: 2026.09.09 18:10:20 IST

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

Authentication of documents to be submitted in Support of BEC:

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

(ii) Financial Criteria of BEC:
Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).
Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

I I I G E N E R A L :

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

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

c) 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 elsewherein the Tender Document, towards proof of its responsiveness.

d) **Annual Turnover:**
In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

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Date: 2026.09.09 18:10:20 IST

e) Net Worth:

In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediately preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, Bidder has to compulsorily submit the audited financial results for the immediately preceding financial year.

IV **Relaxation of Prior Turnover And Prior Experience 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), As Amended Time To Time** – Not Applicable in this tender

V **Procurement from a Bidder which shares a land Border with India** : Applicable in this tender, as per relevant clause of ITB.

VI. PPP 2012 applicable in this tender.

VII. EVALUATION METHODOLOGY:

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

Evaluation shall be done on NPV (Net present value) basis.

NPV: $Y0+Y1/(1+9\%) + Y2/(1+9\%)^2 + Y3/(1+9\%)^3 + Y4/((1+9\%)^4 + Y5/(1+9\%)^5 + Y6/(1+9\%)^6 + Y7/(1+9\%)^7 + Y8/(1+9\%)^8 + Y9/(1+9\%)^9$

The discount factor for NPV calculations shall be @9%.

Bidders must quote for full quantity against the entire item (s) of SOR, failing which bid shall be rejected.

Bidders evaluated price shall be arrived at adding NPV price of below stated year wise cost components and remaining cost components as quoted by bidders.

Y0 : Supply, installation, transportation & Commissioning Charges of Dispenser +Cost of Calibration unit

I. Year wise value towards Comprehensive maintenance including GST After warranty period (wherever applicable).

Y1: Comprehensive Maintenance cost for first year after warranty period

Y2: Comprehensive Maintenance cost for Second year after warranty period.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

Y2: Comprehensive Maintenance cost for third year after warranty period

Y4: Comprehensive Maintenance cost for Fourth year after warranty period

Y5: Comprehensive Maintenance cost for Fifth year after warranty period

Y6: Comprehensive Maintenance cost for Sixth year after warranty period

Y7: Comprehensive Maintenance cost for Seventh year after warranty period

Y8: Comprehensive Maintenance cost for Eighth year after warranty period.

Y9: Comprehensive Maintenance cost for Ninth year after warranty period.

Note1: NPV calculations shall be considered only for evaluation purpose to arrive the L-1 bidder accordingly order shall be placed to L1 bidder on final quoted price (after matching/ negotiation, if applicable) of bidder(s).

1. The evaluated price of bidders shall include the following:

(a) Unit price quoted by the bidder (including packing, forwarding, inland transportation price up to Delivery location and GST on components and raw materials) including cost of Inspection by Third Party Agency, mandatory spares tools & tackles etc. (wherever applicable) and other costs incidental to delivery of goods (inclusive of GST) -For supply items of MR/SOR.

(b) Charges for incidental services like Installation & Commissioning, transportation, repair & comprehensive maintenance etc., as per MR/SOR, including GST (CGST & SGST/UTGST or IGST) on these services

Note: Details of itemized designated delivery locations (tentative break-up) are given in the MR, Vol. II. The price shall remain valid for any delivery point for quantity with in the G.A location.

Only one eligible MSE Bidder shall be asked to match their rates with L1 non MSE bidder on sequential basis as per their positions, considering quantities being non splitable.

Yearly CAMC charges shall be evaluated as per NPV method after considering discount rate of 9% per year

The complete tender quantity shall be awarded to a single vendor.

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Date: 2026.09.09 18:10:20 IST

SECTION-03

INSTRUCTIONS TO BIDDERS

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM/JOINT VENTURE – Not Applicable
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS-Deleted
31. EVALUATION AND COMPARISON OF BIDS
32. QUANTITY VARIATION
33. PURCHASE PREFERENCE

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

[F] AWARD OF CONTRACT:

34. AWARD
35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
36. DISPATCH SCHEDULE
37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
38. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
40. AHR ITEMS
41. VENDOR EVALUATION PROCEDURE
42. INCOME TAX & CORPORATE TAX
43. RESOLUTION OF DISPUTE/ARBITRATION
44. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
45. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
46. DOCUMENTS FOR PAYMENT
47. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
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)
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. PACKING INSTRUCTIONs
51. REPEAT ORDER

[G] ANNEXURES:

Related to BEC

1. **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 50% OF THE PAID UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA

2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

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Date: 2026.09.09 18:10:20 IST

Related to ITB:

1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

2. **ANNEXURE-II:** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3. **ANNEXURE - III** : DELETED

4. **ANNEXURE-IV** : BIDDING DATA SHEET (BDS)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

[A] – GENERAL

1 SCOPE OF BID

1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.

1.3 The successful Bidder (the "**Supplier**") shall complete delivery of goods along with its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

2.7 **Power of Attorney:**

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

a) **In case of Proprietorship:** by Proprietor

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" - NOT APPLICABLE.

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

4.3 Alternative Bids shall not be considered.

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

5 COST OF BIDDING

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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

9 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

11.1. Techno-Commercial Un Price Bids

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

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

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Date: 2026.09.09 18:10:20 IST

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) Undertaking as per Form-1 to Annexure-C by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PPP-MII), if applicable.
p) Undertaking as per *Form-1 to Annexure-A* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-2 to Annexure-A*
***(Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not)*. [to be submitted only if Policy for purchase preference linked with Local Content (PPP-MII) is applicable]**
q) Undertaking as per *Form-I to Annexure-B* regarding Provisions for Procurement from a Bidder which shares a land border with India
r) All other forms and Formats including Annexures
s) Technical details/documents as per bidding document.
t) 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.

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

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Date: 2026.09.09 18:10:20 IST

11.2. **Priced bids –**

PRICE BID of the Bid shall be uploaded under tab "Step 3: SOR Attachment" of ……." page in the BGL GeM Portal i.e., **https://www.gem.gov.in/** 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. If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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)

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Date: 2026.09.09 18:10:20 IST

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.

12 SCHEDULE OF RATES / BID PRICES

If required, the break-up of various components as included in the quoted price shall be obtained from successful bidders before placement of order/contract on them.

The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, BGL reserves the right to transport the material with it's own transporter.

12.2 As stated elsewhere in tender, bidder is required to quote all components. In case, it is found that some of components are not considered, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard and no representation from the bidder shall be entertained in this regard.

12.3 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.

12.4 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, including GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

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, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.

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 &**

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Date: 2026.09.09 18:10:20 IST

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)**is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

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

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

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

13.9 Contractor/ Service Provider shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in

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Date: 2026.09.09 18:10:20 IST

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.

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

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Date: 2026.09.09 18:10:20 IST

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. 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.

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Date: 2026.09.09 18:10:20 IST

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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

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

16 EARNEST MONEY DEPOSIT –

16.1 Bid must be accompanied with earnest money **(i.e Earnest Money Deposit (EMD)** also known as **Bid Security)** in the form of **'Demand Draft'** / **'Banker's Cheque'/ 'Insurance Surety Bond' / 'Fixed Deposit Receipt' [**in favour of **Bhagyanagar Gas Limited** payable at place mentioned in **BDS]** or **'Bank Guarantee (including e-bank guarantee)'** strictly as per the format given in form F2B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of 'Bank **Guarantee'** should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months**.**

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

16.2 BGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee' **(**including e-bank guarantee), the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

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

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

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Date: 2026.09.09 18:10:20 IST

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 the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

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

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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(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 document 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-2A.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

(a) Firm Price
(b) Earnest Money Deposit / Bid Security (if applicable)
(c) Specifications
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Delivery Period / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule (if applicable)
(h) Contract Performance Security/ Security Deposit (if applicable)
(i) Warranty/ Guarantee (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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

21.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in Bid Document

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

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

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

23 LATE BIDS

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

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

23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

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

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

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

[E] – BID OPENING AND EVALUATION

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

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

26 BID OPENING

26.1 ***Unpriced Bid Opening :***

BGL will open unpriced bids at the schedule date & time.

26.2 ***Priced Bid Opening***:

26.2.1 BGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive.

Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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

27 CONFIDENTIALITY

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS: Not Applicable

31 <u>EVALUATION AND COMPARISON OF BIDS</u>

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

32 <u>QUANTITY VARIATION</u>:

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto ± 5% may be allowed, if there is no specific quantity variation/ tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.

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

33.3 At the time of awarding the contract, the quantity to be procured must be re-judged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted.

33 <u>PURCHASE PREFERENCE</u>

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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

[F] – AWARD OF CONTRACT

34 AWARD

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

35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

35.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein
Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security/ Security Deposit', pursuant to "ITB: Clause-37", BGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16".

35.3 The order value is subject to Price Reduction Schedule (PRS) clause.

36 DISPATCH SCHEDULE:

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

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

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

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Date: 2026.09.09 18:10:20 IST

36.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

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

36.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

36.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to BGL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transhipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

37.1 **The value/ amount of Contract Performance Security/ Security Deposit may be submitted in two parts:**

A. **For Supply, Erection, Testing, Commissioning:**
SD/CPBG @ 5% of Annualized Order/Contract value (excluding the value of comprehensive annual maintenance) to be submitted within 30 days of FOA/notification of award. Validity of this CPBG shall be till Three months beyond completion of Defect liability period.

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Date: 2026.09.09 18:10:20 IST

B. **For Comprehensive Annual Maintenance:**
SD/CPBG @ 5% of Annualized Order/Contract value (excluding the value of Supply, Erection, Testing, Commissioning) to be submitted within 30 days of FOA/notification of award. Validity of this CPBG shall be till three months beyond completion of Annual operation repair & comprehensive Maintenance period.

~~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 (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 CPS/SD i.e. 30th day after issuance of FOA Notification of award) plus 4.0% p.a (on CPS/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

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Date: 2026.09.09 18:10:20 IST

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.

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

The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD) & deduction of

applicable interest OR deduction of Contract Performance Security (CPS)/ Security Deposit (SD) along with applicable interest from the due payment as mentioned herein above.

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

37.3 The successful bidder can also submit the SD/CP G through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

37.8 Further, the bidder can submit CPBG online through issuing bank to BGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref 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 Security, the successful bidder can also submit Security Deposit/ Contract Performance Security 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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

This quota is to be transferred to other MSEs in case of non-availability of MSEsowned by SC/ST entrepreneurs.The quoted prices against various items shall remain valid in case of splitting ofquantities of the items above.
In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

39.2.1 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

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

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

a) In case of proprietary MSE, Proprietor(s) shall be Women.

b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit

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

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

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

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

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

40 AHR ITEMS: (Please see the applicability)

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

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

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

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

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

41 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure-II to ITB herewith.

42 INCOME TAX & CORPORATE TAX

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

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

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

42.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

43. RESOLUTION OF DISPUTES/ARBITRATION

1. CONCILIATION:

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

Rules 2023 as amended from time to time. A copy of the said rules shall be made available on BGL's web site i.e www.bgl.co.in

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

2. **ARBITRATION**

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

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

2.1 On invocation of the Arbitration clause by either party, BGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court / High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Hyderabad Arbitration Centre (HAC) 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/HAC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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Date: 2026.09.09 18:10:20 IST

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

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

2.6 List of Excepted matters:

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

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

2.8 DELETED

2.9 Arbitration Awards

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

3. **GOVERNING LAW AND JURISDICTION:**

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Hyderabad for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

44 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITALMEANS:

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

45 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

45.1 TDS as applicable will be deducted by BGL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

45.2 Since BGL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

45.3 Higher rate of TDS for non-filers of ITR

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

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

46 <u>DOCUMENTS FOR PAYMENT</u>:

Payment terms shall be as mentioned in GCC-Goods/SCC.

However, for release of payment, the following documents is to be submitted by supplier/ vendor:

i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
ii) Packing list;
iii) LR/GR/consignment note;
iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
v) Inspection certificate issued by purchaser's inspector (wherever applicable); and

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

vi) Any other document(s) as and if required in terms of the contract.

47. **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS:**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

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

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

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

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

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

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value asper 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

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Date: 2026.09.09 18:10:20 IST

amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BGL in future to the Supplier/Contractor under this contract or under any other contract.

50 PACKING INSTRUCTIONS:

50.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

50.2 Fragile articles should have special packing materials depending on type of materials.

50.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

50.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

50.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.

50.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.

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

PURCHASER:

DESTINATION:

Purchase Order No….....

Net Wt.....……..... Kgs,

Gross Wt..... Kgs.

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

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

Seller's Name.....

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Date: 2026.09.09 18:10:20 IST

50.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

a) Vehicle/Equipment etc. should be brought to site in good conditions.

b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority

c) Valid operating/driving license of driver/operator

d) Any other requirement mentioned elsewhere in Tender Document

50.9 GREEN PACKAGING:

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability

In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

(i) Adopt green packaging practices for packaging

(ii) Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.

(iii) If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.

(iv) The paper to be packaged in material that is recyclable/reusable or biodegradable.

(v) Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.

(vi) Use of reusable containers or packaging to transport products;

(vii) Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided

(viii) Avoid the use of materials toxic to humans or the environment.

51 **REPEAT ORDER:**

PURCHASER reserves the right, within 6 months of order to place repeat order upto 25% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

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Date: 2026.09.09 18:10:20 IST

Annexure-A

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

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

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

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

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

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

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

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

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

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

Note:

- In case supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.

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Date: 2026.09.09 18:10:20 IST

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

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

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

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Date: 2026.09.09 18:10:20 IST

Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

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

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

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

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

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

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BHAGYANAGAR Gas, however without prejudice to any rights that BHAGYANAGAR Gas might have against the Supporting Company.

g) It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to BHAGYANAGAR Gas for the performance of works during the contract

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Date: 2026.09.09 18:10:20 IST

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

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

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

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Date: 2026.09.09 18:10:20 IST

Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BHAGYANAGAR Gas to enter into agreement(s) with the Bidder, the Guarantor hereby

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Date: 2026.09.09 18:10:20 IST

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BHAGYANAGAR Gas, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHAGYANAGAR Gas and duly perform the obligations of the Bidder to the satisfaction of the BHAGYANAGAR Gas.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BHAGYANAGAR Gas for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BHAGYANAGAR Gas and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BHAGYANAGAR Gas, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BHAGYANAGAR Gas.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BHAGYANAGAR Gas.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BHAGYANAGAR Gas under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Hyderabad, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BHAGYANAGAR Gas, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BHAGYANAGAR Gas, the

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Date: 2026.09.09 18:10:20 IST

Bidder / Contractor has failed to perform its obligations under the contract in any manner, BHAGYANAGAR Gas shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BHAGYANAGAR Gas about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

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

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

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____
Signature_____
Name_____
Designation _____
Official seal_____

Witness:

1. Signature_____
   Full Name _____
   Address_____

2. Signature_____
   Full Name _____
   Address_____

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Date: 2026.09.09 18:10:20 IST

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

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

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Date: 2026.09.09 18:10:20 IST

Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.

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Date: 2026.09.09 18:10:20 IST

Appendix-A3 to Annexure-A

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

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BHAGYANAGAR Gas Limited

_____

Dear Sir(s),

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

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

The said M/s._____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

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Date: 2026.09.09 18:10:20 IST

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.

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Date: 2026.09.09 18:10:20 IST

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

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 juridical

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Date: 2026.09.09 18:10:20 IST

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 interpretation of this term shall be referred to the Registration Committee constituted by

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Date: 2026.09.09 18:10:20 IST

the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

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

5. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

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

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

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

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

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Form-I to Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s BHAGYANAGAR GAS LIMITED

_____

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

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

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Form-II to Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s BHAGYANAGAR GAS LIMITED

_____

SUB:

TENDER NO:

Dear Sir

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

(i) not from such a country [ ]

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

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

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

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

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

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule III

List of Sensitive Technologies:

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

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Date: 2026.09.09 18:10:20 IST

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.

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Date: 2026.09.09 18:10:20 IST

Explanatory notes for calculation of local content given below:

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

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

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

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

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

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

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

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

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

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

'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%.

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Date: 2026.09.09 18:10:20 IST

(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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

9.0 **VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

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

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

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

d. Nodal Ministry may constitute committees with internal and external 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

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Date: 2026.09.09 18:10:20 IST

of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BGL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

FORM-1 to Annexure C

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

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

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

……

……...

……

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

FORM-2 to Annexure C

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

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

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

To,

M/S BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

Name of Audit Firm:

Date:

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

Note:

(i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

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

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

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

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

OFFICE MEMORANDUM

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

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

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

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

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

Guidelines

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

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

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

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

18/5/2023

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

To

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

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Annexure

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

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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ANNEXURE-D

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. Further, vide Gazette notification dated 31.12.2020, amendment/ addition to the Policy has been circulated. A copy of the policy, clarification (s) and amendment/ additions issues are available on website of Ministry of Steel (i.e. http://steel.gov.in/) for reference.

2.0 DEFINITIONS

i. **Bidder** may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

ii. **"Domestically Manufactured Iron & Steel Products (DMI&SP)"** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value – addition as mentioned in Appendix-A.

iii. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

iv. **Government** for the purpose of the Policy means Government of India.

v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government

vi. **MoS** Shall mean Ministry of Steel, Govt. of India.

vii. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties

viii. **Semi- Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

x. **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

xi. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase

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Date: 2026.09.09 18:10:20 IST

preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

xii. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.

xiii. **Domestic value addition means**- amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. The 'domestic value addition' definition shall be in line with the Department for Promotion of Industry and Internal Trade (DPIIT) (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3.0 IRON & STEEL PRODUCTS

3.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy:

3.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel

3.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

Annexure- B is the Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products. Since presently manufacturing iron & steel products is not being done by BGL, the provision regarding Annexure-B of policy will not be applicable.

3.4.1 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.

3.4.2 For the purpose of sub-paragraph 3.4.1 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.0 TENDER PROCEDURE

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Date: 2026.09.09 18:10:20 IST

4.1 For iron and steel products in Appendix A, the tender is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

4.2 The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.

b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer BGL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the BGL as per the policy.

5.0 DOMESTIC VALUE ADDITION REQUIREMENT

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A.

5.2 Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.

5.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to BGL.

5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

5.3 It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For iron and steel products & capital goods

% domestic value addition:

Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported

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Date: 2026.09.09 18:10:20 IST

content in the item (including all customs duties)
---------- X 100 %
Total value of the item to be procured / sold.

6.0 CERTIFICATION AND AUDIT

6.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to BGL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to BGL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached.

6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to BGL and shall continue to be filed till the completion of supply of the said products.

6.3 BGL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of BGL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

6.4 In case a complaint is received by BGL against the claim of a bidder regarding domestic value addition in iron & steel products, BGL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of 'BGL (India) Limited' along with the complaint by the complainant. In case, the complaint is found to be incorrect, the BGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

6.5 Any complaint referred to BGL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to BGL within 2 weeks of filing the complaint.

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Date: 2026.09.09 18:10:20 IST

6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of BGL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation BGL to establish bonafides of claim.

6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne BGL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.

6.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, BGL will impose also penalties including forfeiting of the EMD/CPBG and putting such bidder on banning list as per BGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

6.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, BGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

7.0 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

7.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

7.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

8.0 REFERENCE TO MINISTRY OF STEEL

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

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Date: 2026.09.09 18:10:20 IST

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

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Date: 2026.09.09 18:10:20 IST

Annexure-I of ITB

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

Definitions:

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

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

A2"Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3"Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6" Appellate Authority" shall mean Committee of Directors consisting of Managing Director and Director (Commercial).

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

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

a) Whether the management is common;

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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 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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Date: 2026.09.09 18:10:20 IST

(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, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BGL.

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.

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

B.2.2 **Period of Banning :**

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

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

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

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Date: 2026.09.09 18:10:20 IST

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.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

(i) Corporate Vigilance Department 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

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Date: 2026.09.09 18:10:20 IST

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.

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.

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Date: 2026.09.09 18:10:20 IST

(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.

(f) In case of shortage of vendor in a particular group, such holiday may also hurt the interest of BGL. In such cases, endeavor should be to pragmatically analyze the 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 provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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Date: 2026.09.09 18:10:20 IST

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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Date: 2026.09.09 18:10:20 IST

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned HOD would recommend for continuation or discontinuation of such party from the business of BGL.

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

4.0 EXCLUSIONS

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

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

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

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

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts excluding cases under para 4.0

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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 Deleted

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

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Date: 2026.09.09 18:10:20 IST

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/ 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**.

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

(C) Where Performance rating is "FAIR"

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

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Date: 2026.09.09 18:10:20 IST

7.0 EFFECT OF HOLIDAY

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

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

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

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

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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Date: 2026.09.09 18:10:20 IST

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Managing Director, BGL & Director (Commercial), BGL

11. **ERRANT BIDDER**

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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:

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Date: 2026.09.09 18:10:20 IST

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE — 20 Marks

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Date: 2026.09.09 18:10:20 IST

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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Date: 2026.09.09 18:10:20 IST

Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**) [ ]

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

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

Signature of Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Delay in Weeks Marks

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Date: 2026.09.09 18:10:20 IST

Completion Schedule

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

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

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

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Date: 2026.09.09 18:10:20 IST

1.3 RELIABILITY PERFORMANCE 20 Mark

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

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Date: 2026.09.09 18:10:20 IST

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 Invitation for Bid/ Tender is for **PROCUREMENT OF** _____
General	The Purchaser is: The consignee details and Delivery Location for the goods are as under:- Consignee: Delivery Location:
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: Attention: _____ **Add:**_____ Phone no. _____ E-Mail: _____
C. PREPARATION OF BIDS	
ITB clause	**Description**
11.1.1	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
12.3	Transit Insurance shall be arranged by :- BGL: ☐ SUPPLIER: ✓ In case, transit insurance to be arranged by BGL, the details of Transit Insurance Policy are as under:-
12.4	Delivery basis shall be FOT/FOR Site, ..[/]: ✓ EX-WORKS/FOT Dispatch point, ……(Bidder to indication location): ☐

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Date: 2026.09.09 18:10:20 IST

13.7 and 13.8	Details of Buyer: Consignee: PAN No.: AACCB2130P GST no. (Telangana): 36AACCB2130P1ZQ GST no. (Andhra Pradesh): 37AACCB2130P1ZO BGL Bank details: *Given in Clause no 37 of ITB*
14	The currency of the Bid shall be INR
15	The bid validity period shall be 2 months from final 'Bid Due Date'.
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque'**, the same should be favor of **Bhagyanagar Gas Limited** , payable at 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	
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**
35	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-
36.4	Whether part shipment is allowed: YES: ✓ NO:
38	Contract Performance Security/ Security Deposit APPLICABLE: ✓ NOT APPLICABLE:

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Date: 2026.09.09 18:10:20 IST

	The value/ amount of Contract Performance Security/ Security Deposit 1 **The value/ amount of Contract Performance Security/ Securit Deposit may be submitted in two parts:** A. **For Supply, Erection, Testing, Commissioning:** SD/CPBG @ 5% of Annualized Order/Contract value (excluding the valu of comprehensive annual maintenance) to be submitted within 30 days c FOA/notification of award. Validity of this CPBG shall be till Thre months beyond completion of Defect liability period. B. **For Comprehensive Annual Maintenance:** SD/CPBG @ 5% of Annualized Order/Contract value (excluding the valu of Supply, Erection, Testing, Commissioning) to be submitted within 3 days of FOA/notification of award. Validity of this CPBG shall be till thre months beyond completion of Annual operation repair & comprehensiv Maintenance period.
40	Whether tendered item is non-split able or not-divisible : YES ✓ NO
40	Provision of AHR Item : APPLICABLE NOT APPLICABLE
48	Applicability of provisions relating to Startups: APPLICABLE NOT APPLICABLE ✓
Clause no.38 of GCC	**Fall Clause:** APPLICABLE NOT APPLICABLE ✓

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SCC	Documents required for accepting the Goods: Refer cl.no. …….of SCC.

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SECTION -4

AGREED TERMS AND CONDITIONS

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

Bidder Signature
Name
Designation
Seal

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Date: 2026.09.09 18:10:20 IST

SECTION -5

PROPOSAL FORMS & FORMATS

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Date: 2026.09.09 18:10:20 IST

FORM F-1

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited

TENDER NO:

1	Bidder's Name	M/s……
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : …… e-mail ID: ……
9	Website details	

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No *[If yes, please furnish details]*
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 39*)
14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 39*)
14c	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 39*)
15a	Whether Bidder is a Startup or not	Yes / No *(, Bidder to submit requisite documents as specified i ITB: Clause No. 48)*
15b	In case Bidder is a Startup, confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

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

Place:
Date:

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

Seal:

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FORM F-2

DECLARATION FOR BID SECURITY

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:
Date:

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

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Date: 2026.09.09 18:10:20 IST

FORM F-3

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

(To be stamped in accordance with the Stamp Act)

To, M/s Bhagyanagar Gas Limited _____	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

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

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____day of _____ 20__ at _____.

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

Name …….
Designation ……..

WITNESS:

(SIGNATURE)
(NAME)

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

(OFFICIAL ADDRESS)

Confirmation Email Id :
IFSC Code of Issuing Bank:

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Date: 2026.09.09 18:10:20 IST

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

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

FORM F-4

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

To, M/s Bhagyanagar Gas Limited _____	**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 Vasantha Chambers, Fateh Maidan Road, Basheer Bagh,Hyderabad-500 004 (herein after called the "BGL" which expression shall wherever the context so require include its successors and assignees).

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

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

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

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Date: 2026.09.09 18:10:20 IST

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 (amounts of guarantee)

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Date: 2026.09.09 18:10:20 IST

as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

10. Notwithstanding anything contained herein:

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

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

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

Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

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

Confirmation Email Id :

IFSC Code of Issuing Bank :

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Date: 2026.09.09 18:10:20 IST

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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Date: 2026.09.09 18:10:20 IST

FORM F-5

PROFORMA FOR CONTRACT AGREEMENT

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

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

WHEREAS

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

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

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

AND WHEREAS

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

IN PRESENCE OF TWO WITNESSES

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

2. ..... 2. .....
....
....
....

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

FORM F-6

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER:…….

SIGNATURE OF BIDDER:……..…
& SEAL

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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 aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation
For and on behalf of

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

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

(Sign & Seal of Bidder)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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 Vasantha Chambers,
Fateh Maidan Road,
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.

FORM F-9

(Sign & Seal of Bidder)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

DETAILS OF P.F. REGISTRATION

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:……..

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

FORM F-10

FINANCIAL SITUATION

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL

CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS

Year	**Amount (Currency)**
Year 1: 2025-26	
Year 2: 2024-25	
Year 3: 2023-24	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	**Year : 2025-26**
	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)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

FORM F-11

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

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____
Tender No.: _____

To
M/s Bhagyanagar Gas Ltd
2nd Floor,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 _____20… 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:

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

FORMAT :12

INTEGRITY PACT

INTRODUCTION:

M/s Bhagyanagar Gas Ltd (BGL) as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact to ensure that all activities and transactions between the Company (BGL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices. The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

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

I. COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

f) The Counterparty shall not make any false or misleading allegations against BGL or its associates.

II. VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL/ BGL/HPCL business in future.
b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGL shall be entitled to terminate the Contract. BGL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
c) BGL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until BGL is satisfied that the Counterparty shall not commit any such violation in future.

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Date: 2026.09.09 18:10:20 IST

d) In addition to above, BGL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

"Prashant Kumar Jha : 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

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Date: 2026.09.09 18:10:20 IST

ANNEXURE-2

INTEGRITY PACT
(To be executed on plain paper)

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

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

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

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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

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

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Date: 2026.09.09 18:10:20 IST

the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL/ BGL /HPCL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

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Date: 2026.09.09 18:10:20 IST

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

Section 8 –Independent External Monitor / Monitors

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

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

Note:

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

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Date: 2026.09.09 18:10:20 IST

FORMAT-13

INDEMNITY BOND

WHEREAS M/s Bhagyanagar Gas Ltd (hereinafter referred to as "BGL) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 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]
Authorised Representative
Place:
Dated:
Witnesses:

1 2

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Date: 2026.09.09 18:10:20 IST

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'.

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Date: 2026.09.09 18:10:20 IST

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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Date: 2026.09.09 18:10:20 IST

FORM F-16

BIDDER'S EXPERIENCE

To,

M/s Bhagyanagar Gas Limited
_____

SUB: _____.
TENDER NO:

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

Place:
Date:

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

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

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FORM F-17

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

1.Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date
Name:

(Signature of authorized officer of bank)

Designation:
Emp. ID:

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FORM F-18

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

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

To,
M/s. Bhagyanagar Gas Limited

SUB: ……
PO NO: …….

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

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

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

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

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FORM F-19

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

[On the Letter-head of Contractor]

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

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

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

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

Place:
Date:

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

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CHECK LIST

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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

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SECTION-6

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF GOODS

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Date: 2026.09.09 18:10:20 IST

GENERAL CONDITIONS OF CONTRACT-GOODS [Rev.0]

INDEX

Sr. No **Clause Title**

1. Definitions, Interpretations & Priority of Contract Documents
2. Supplier to inform
3 Application
4. Country of Origin
5. Scope of Contract
6. Standards
7. Instructions, Direction & Correspondence
8. Contract Obligations
9. Modification in Contract
10. Use of Contract Documents & Information
11. Patent Rights, Liability & Compliance of Regulations
12. Contract Performance Security
13. Inspection, Testing & Expediting
14. Time Schedule & Progress Reporting
15. Delivery & Documents and Dispatch Schedule
16. Transit Risk Insurance
17. Packing & Shipping Instructions and Transportation
18. Incidental Services
19. Spare Parts, Maintenance Tools etc.
20. Guarantee
21. Terms of Payment
22. Prices
23. Subletting &Assignment
24. Time as Essence of Contract
25. Delays in the Supplier's Performance
26. Price Reduction Schedule (PRS) for Delayed Delivery
27. Rejections, Removal of Rejected Equipment &Replacement
28. Termination of Contract
29. Force Majeure
30. Dispute Resolution Mechanism
31. Governing Language
32. Notices
33. Taxes & Duties
34. Books & Records
35. Permits & Certificates
36. General
37. Import License
38. Fall Clause
39. Publicity & Advertising
40 Repeat Order

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

41 Limitation of Liability
42 Completion Certificate & Execution Certificate
43 Provisions for Buy-back Items
44 Confidentiality
45 Intellectual Property Right
46 Action in Case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices and Poor Performance
47 Vendor Performance Evaluation

Appendix-I: Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices

Appendix-II: Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant

Appendix-III: Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit

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Date: 2026.09.09 18:10:20 IST

1.0 DEFINITIONS, INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.1 *Definitions*

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

1.1.1 "Approved" means prior approval in writing.

1.1.2 The "Bid" or "Tender" "Offer" means the proposal along with supporting documents submitted before Notification of Award by the Bidder for consideration / acceptance by the Purchaser.

1.1.3 "Bidder" Designates the person(s) or legal entity / Firm / Company /Corporation /Organisation, and it's legal representatives, successors and permitted assigns which has made a proposal or submitted Bid/Tender/Offer with the aim of concluding a Contract with the Purchaser.

1.1.4 "Consultant" or "PMC" [if engaged] shall mean M/s. ……having its registered office at who is the consultant to the Purchaser for this Contract. The term Consultant includes successors, assigns of M/s. …….

1.1.5 "Contract" shall mean all obligations, commitments, promises agreed upon between Purchaser and Supplier for supply of Goods including execution of the Services (if any) as per Purchase Order (PO) and its subsequent amendment(s), if any in writing thereto.

1.1.6 "Contract Price" or "Purchase Order Value" shall mean the total sum accepted or the total sum calculated in accordance with the prices accepted in the Contract as payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. The Contract Price /Purchase Order Value is subject to Price Reduction Schedule clause.

1.1.7 "Completion Date" shall mean the date on which the supplied Goods are successfully commissioned by the Supplier and handed over to the Purchaser.

"Delivery Date" shall been the date on which Goods are supplied by Supplier as per delivery terms of the Contract.

1.1.8 "Commercial Operation" shall mean the condition of the operation in which the complete Goods / equipment covered under the Contract is officially declared by the Purchaser to be available for continuous operation at different loads upto and including rated capacity.

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Date: 2026.09.09 18:10:20 IST

1.1.9 "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.10 "Delivery" shall mean the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

Delivery terms shall be interpreted as per current edition of INCOTERMS, published by the International Chamber of Commerce before the due date of submission of Bid

1.1.11 "Drawings" shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.

1.1.12 "Engineer" or "Engineer-in-Charge" shall mean the person designated from time to time by Purchaser/Consultant and shall include those who are expressly authorized to act for and on behalf of Purchaser/Consultant for operation of this Contract.

1.1.13 "Fax of Acceptance" shall mean intimation regarding notification of award by the Purchaser/Consultant to the successful Bidder/Supplier through a fax/ letter/ email conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

1.1.14 "Final Acceptance" shall mean the Purchaser's written acceptance of the Goods supplied and works/Services performed under the Contract after successful completion of performance and guarantee test, at/after the Completion Date.

1.1.15 "Goods" shall mean articles, materials, equipment, machinery, instruments, stores, design and drawings, data and other property to be supplied by Supplier including Services (if any), to complete the Contract and Amendment(s) thereto.

1.1.16 "Inspector" shall mean any person or third party Agency nominated by Purchaser/ Consultant to inspect Goods, stage wise as well as final, before dispatch, at Supplier's works and/or on receipt at Site as per terms of the Contract.

1.1.17 "Initial Operation" shall mean the first integral operation of the complete Goods covered under the Contract with sub-systems and supporting equipment(s) in service or available for service.

1.1.18 "Purchase Order" means the Contract Document/Order collectively the Tender Documents, Designs, Drawings, Specification, Bill of Quantities, Schedule of Rates alongwith its break-up (if any), Fax of Acceptance (if any), agreed variations and amendments (if any) and such other documents constituting the Tender and acceptance thereof.

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Date: 2026.09.09 18:10:20 IST

1.1.19 "Purchaser" shall mean BHAGYANAGAR GAS LIMITED (BGL) having its registered office at 4th Floor Vasantha Chambers, Fateh Maidan Road, Basheer Bagh,Hyderabad-500 004. at Purchaser includes successors, assigns of BGL

1.1.20 "Performance and Guarantee Tests" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Purchase Order.

1.1.21 "Project" designates the aggregate of the Goods and/or Services to be provided by one or more Suppliers/Contractors.

1.1.22 "Quantities / Bills of Quantities" designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.1.23 "Supplier" shall mean the successful Bidder whose Bid has been accepted by the Purchaser for supply of Goods and incidental Services (if any). The term Supplier is a synonyms of Seller and Vendor/Contractor and also includes its successor(s) and permitted assign(s).

1.1.24 "Service" shall mean those services ancillary to the supply of Goods, such as transportation and insurance and any other incidental services such as erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

1.1.25 "Site" means the land(s) and other place(s) on, under, in or across/through which the Goods and/or Services have to be supplied, erected, assembled, adjusted, tested, arranged and/or commissioned.

1.1.26 "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian and/or International) and standard specifications including all addenda/corrigenda published before entering into the Contract, as applicable and specified in the Contract.

1.1.27 "Sub-Contract" shall mean order placed by the Supplier, for any portion of the Contract, after necessary consent and prior written approval of Purchaser unless otherwise explicitly mentioned in the Contract.

1.1.28 "Sub-Contractor" shall mean the person(s) / firm / Organisation / company (other than the Supplier)and it's legal representatives, successors and permitted assigns named in the Contract for supply of any part of the Goods or Service(s) or to whom any part of the Contract has been sub-let by the Supplier with the prior consent in writing of the Consultant/Purchaser unless otherwise explicitly mentioned in the Contract.

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Date: 2026.09.09 18:10:20 IST

1.1.29 "Start-Up" shall mean the time period required to bring the Goods covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of Goods and supporting subsystems, initial operation of the complete Goods covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.1.30 "Tests" shall mean such process or processes to be carried out by the Supplier as are prescribed in the Contract or considered necessary by Purchaser or his representative in order to ascertain quality, workmanship, performance and efficiency of Goods or part thereof.

1.1.31 "Tests on Completion" shall mean such tests as prescribed in the Contract to be performed by the Supplier before the complete Goods and Services are taken over by the Purchaser.

1.1.32 "Week" shall mean a period of any consecutive seven Days.

1.2 Interpretations & Priority of Contract Documents

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

(i) Purchase Order

(ii) Fax of Acceptance

(iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)

(iv) Drawings

(v) Special Purchase Conditions (SPC) / Special Conditions of Contract (SCC)

(vi) General Technical Specifications (if applicable)

(vii) Instructions to Bidders (ITB)

(viii) General Conditions of Contract (GCC)

(ix) Any other document forming part of the Contract

An Amendment issued to Purchase Order after signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

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Date: 2026.09.09 18:10:20 IST

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

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Interpretation: Words implying `Person(s)/Party(ies)' shall include relevant Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' and any firm/organization having legal capacity, as the case may be.

1.2.5 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

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

1.2.7 Incoterms:

(i) The meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms 2020 or its latest version.

(ii) EXW, FOB, FCA, CIF, CIP & CPT and other similar terms, shall be governed by the rules prescribed in the Incoterms 2020 or its latest version, published by the International Chamber of Commerce, applicable as on due date of submission of Bid.

2.0 SUPPLIER TO INFORM

2.1 The Supplier shall be deemed to have carefully examined all Contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Supplier of his responsibility to fulfill his obligation under the Contract.

3.0 APPLICATION

3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4.0 COUNTRY OF ORIGIN

4.1 All goods and services supplied under the contract shall have their Origin as quoted by the Bidder and accepted by Purchaser.

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Date: 2026.09.09 18:10:20 IST

4.2 For purposes of this Clause "Origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 In case of Contract with foreign Suppliers, a certificate issued by relevant Chamber of Commerce specifying Country of Origin shall form part of shipping/dispatch documents.

4.4 The Origin of goods and services is distinct from the nationality of the Supplier.

4.5 In case of any export/re-export control restrictions imposed by parent country of Bidder / country of origin on the Goods offered/supplied regarding Goods' end use or end user, then Bidder shall intimate the same upfront in their offer. In such case, right to accept or reject the Bid of such Bidder shall be decided by Purchaser on it's sole discretion.

5.0 SCOPE OF CONTRACT

5.1 Scope of the Contract shall be as defined in the Purchase Order/Contract Document(s)and Annexure thereto.

5.2 Completeness of the Goods and Services shall be the responsibility of the Supplier. Any equipment, fittings and accessories which may not be specifically mentioned in the Scope, Specifications or drawings, but which are usual or necessary for the satisfactory functioning of the Goods (i.e. successful operation and functioning of the Equipment being Supplier's responsibility) shall be provided by Supplier without any extra cost.

5.3 The Supplier shall follow the good engineering practices in the manufacture of Goods/Equipment(s) notwithstanding any omission in the Specifications. The true intent and meaning of these documents is that Supplier shall in all respects, design, engineer, manufacture and supply the Goods, equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.

5.4 The Supplier shall furnish three (3) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment to the Purchaser. The Supplier shall also furnish the above in computer readable soft copies in PDF format or equivalent by electronic mode.

5.5 The documents once submitted by the Supplier shall be firm and final and not subject to subsequent changes unless otherwise explicitly agreed by the Purchaser in writing. The Supplier shall be responsible for any loss to the Purchaser/Consultant consequent to furnishing of incorrect data/drawings.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the Contract shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Supplier shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location

5.9 Specifications, design and drawings issued to the Supplier along with Tender Document/RFQ and Contract are not sold or given but loaned. These remain property of Purchaser/Consultant or its assigns and are subject to recall by Purchaser/Consultant. The Supplier and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without prior written permission of Purchaser/Consultant. All such details shall be kept confidential.

5.10 Supplier shall pack, protect, mark and arrange for dispatch of Equipment as per instructions given in the Contract.

5.11 The Supplier on his own behalf and on behalf of Sub-Contractor(s) hereby represents that both have full legal right, power and authority to transfer the ownership of the equipment/material to Purchaser.

6.0 STANDARDS

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

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

7.1 The Goods described in the Contract are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the Contract, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

7.2 All instructions and orders to Supplier shall, excepting what is herein provided, be given by Purchaser/Consultant.

7.3 All provision of Goods and supply of Services shall be carried out under the direction of and to the satisfaction of Purchaser/Consultant.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

7.0 All communications, including technical/commercial clarifications and/or comments shall be addressed to Purchaser/ Consultant and shall always bear reference to the Purchase Order number.

7.1 Invoices for payment against Contract shall be addressed to Purchaser.

7.2 The Purchase Order number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

8.1 Purchaser will be the sole judge in the matter of award of Contract, and the decision of Purchaser shall be final and binding on the Supplier.

The Acceptance of Tender/Bid will be intimated to the successful Bidder by the Purchaser through notification of award of Contract either by fax / e - mail / letter or like means defined as Fax of Acceptance (FOA). The Contract shall enter into force on the date of Notification of Award and the same shall be binding on Purchaser and Supplier.

8.2 If after award of the Contract, the Supplier does not acknowledge the receipt of FOA/PO or fails to furnish the Contract Performance Security within the prescribed time limit, the Purchaser reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this Contract.

8.3 Once a Contract enters into force, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

8.4 Supplier's Responsibilities

8.4.1 The Supplier shall supply all the Goods and incidental Services as per terms and conditions of Purchase Order within the Delivery and Completion schedule mentioned therein.

8.5 Purchaser's Responsibilities

8.5.1 Whenever the supply of Goods and incidental Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.6 Joint and Several Responsibility:

8.6.1 Where Supplier's Goods/Equipment(s) or any part thereof are to be used jointly with other equipment(s) supplied by another manufacturer(s),the name of the such manufacturer(s) will be communicated separately to Supplier, the Purchaser/Consultant will hold Supplier and the manufacturer(s) jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

mechanical characteristics stipulated in the specification. Such responsibility shall also include the mechanical coupling as well as dynamic and starting moment.

8.6.2 Consequently, Supplier shall establish and maintain all necessary contact with the manufacturer to be indicated by Purchaser/Consultant with a view to ensuring the exchange of all relevant data and information.

9.0 MODIFICATION IN CONTRACT

9.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by Purchaser/Consultant by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

9.2 Based on the requirement, the Purchaser/Consultant in writing shall have the right to change the quantities, specifications, drawings etc. without changing the indented purpose of the Contract. If such changes cause an increase or decrease in the price or time required for the supply, the Supplier shall submit the proposal indicating the implications along with documentary evidence/ back-up documents/ calculations within 7 days, for review and processing of change order/amendment to the Contract by Purchaser/Consultant. On receipt of the amendment to the Contract, Supplier shall execute the change order.

9.3 Purchaser/Consultant shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms or acknowledgment of Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Contract.

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

10.1 The Supplier shall not, without the Purchaser's/Consultant's prior written consent, disclose the Contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause no. 10.1. except for purpose of performing the Contract.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

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Date: 2026.09.09 18:10:20 IST

11.1 Supplier hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Supplier agrees to be responsible for and to defend at his sole expense all suits and proceedings against Purchaser based on any such alleged patent infringement and to pay all costs, expenses and damages which Purchaser and/or Consultant may have to pay or incur by reason of any such suit or proceedings.

11.2 The Supplier shall, indemnify and hold harmless the Purchaser/Consultant and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser/Consultant may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, industrial design rights or other intellectual property right registered or otherwise by reason of

(a) the installation or the use of the Goods or any part thereof in the country where the Site is located; and

(b) the sale of the products (which is produced by use of the Goods) in any country.

11.3 Supplier shall also protect and fully indemnify the Purchaser from any claims from Supplier's workmen/employees or their heirs, dependents, representatives, etc. or from any other person(s) or company(ies) etc. for any acts of commissions or omission while executing the Contract.

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

12.0 CONTRACT PERFORMANCE SECURITY (CPS):

12.1 Within 30 days after the Supplier's receipt of FOA, the Supplier shall furnish Contract Performance Security (CPS) in the form of Demand Draft/online direct transfer/Bank Guarantee in the format attached as Appendix-III, for an amount equivalent to defined percentage (mentioned in tender/ FOA) of the total Purchase Order Value excluding GST on finished goods or for the amount mentioned in the Tender Document/FOA.

12.2 The proceeds of CPS shall be appropriated by the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the Purchaser may be entitled to as per

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Date: 2026.09.09 18:10:20 IST

terms and conditions of Contract. The proceeds of this CPS shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

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

12.3 The CPS shall be denominated in the currency of the Contract.

12.4 The CPS shall be valid for the duration upto expiry of Warrantee/Guarantee period with claim period as per the format attached as Appendix-III. The Bank Guarantee will be discharged by Purchaser within 3 months from the date of expiration of the Supplier's entire obligations, including any warrantee/guarantee obligations, under the Contract.

12.5 All compensation, claim or other sums of money payable by the Supplier to the Purchaser/Consultant under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Purchaser/Consultant of any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within ten days thereafter make good in bank drafts/Bank Guarantee as aforesaid any sum or sums which may have been deducted from or realized by sale of his CPS, or any part thereof. The Supplier shall pay to the Purchaser/Consultant on demand any balance remaining due. No interest shall be payable by the Purchaser/Consultant for sum deposited as CPS and no claim whatsoever in this regard shall be entertained by Purchaser.

13.0 INSPECTION, TESTING & EXPEDITING

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

13.2 The inspections and tests may be conducted on the premises of the Supplier or his sub-contractor(s), at point of Delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier or his sub-contractor (s), all reasonable facilities and

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Date: 2026.09.09 18:10:20 IST

assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

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

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

13.5 The Inspector may follow the progress of the manufacture of the Goods under the Contract to ensure that the requirements outlined in the Contract are not being deviated with respect to schedule and quality. Supplier shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Contract during the entire period of Contract validity.

13.6 Any materials/goods covered under scope of Contract, which during the process of inspection by Inspector, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

13.7 In order to enable Purchaser's representatives to obtain entry visas in time, Supplier shall notify Purchaser two months before assembly, testing and packing of main Equipment. If requested, Supplier shall assist Purchaser's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 Supplier shall place at the disposal of the Inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the Goods. The Inspector is entitled to prohibit the use and dispatch of Goods and/or materials which have failed to comply with the characteristics required for the Goods during tests and inspections.

13.9 Supplier shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 All Tests and trials in general, including those to be carried out for materials not manufactured by Supplier shall be witnessed by the Inspector. Therefore, Supplier shall confirm to Purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. Supplier shall specify the Goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

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Date: 2026.09.09 18:10:20 IST

13.11 If on receipt of this notice, Purchaser should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at Supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the Inspector, copy of such standards.

13.13 Nothing in Clause-13 shall in any way release the Supplier from any warrantee/guarantee or other obligations under this Contract.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by Supplier.

13.15 INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES

When materials are rejected by the consignee, the Supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk &cost of the Supplier. The Supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours from the date of such written Notice, failing which the consignee/Purchaser will either return the materials to the Supplier on freight to pay or otherwise dispose them off at the Supplier's risk and cost. The Purchaser shall also be entitled to recover handling &storage charges, as per Clause No. 27.4

14. TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, Supplier shall submit to Purchaser, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the Goods.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of Supplier's time schedule shall be sent to Purchaser.

14.1.4 The time schedule network/bar chart shall be updated at least every second month or as agreed with Purchaser.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

14.2 Progress Trend Chart/Monthly Report

14.2.1 Supplier shall report monthly to Purchaser, on the progress of the execution of Contract and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith Contract confirmation.

14.2.4 Purchaser's/Consultant's representatives shall have the right to inspect Supplier's premises with a view to evaluating the actual progress of Contract execution on the basis of Supplier's time schedule documentation.

14.2.5 Irrespective of such inspection, Supplier shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.

14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per time schedule and is not satisfactory in the opinion of the Purchaser/Consultant which shall be conclusive or Supplier shall neglect to execute the Contract with due diligence and expeditiousness or contravenes the provisions of the Contract, Purchaser/Consultant may give notice of the same in writing to the Supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by Purchaser/Consultant, the Purchaser/Consultant shall have the option and be at liberty to cancel the Contract wholly or in part out and make alternative arrangements to obtain the requirements and completion of Contract at the Supplier's risk and cost and recover from the Supplier, all extra cost incurred by the Purchaser on this account. In such event Purchaser/Consultant shall not be responsible for any loss that the Supplier may incur and Supplier shall not be entitled to any gain. Purchaser/Consultant shall, in addition, have the right to encash Contract Performance Security in full or part.

15. DELIVERY & DOCUMENTS AND DISPATCH SCHEDULE

15.1 Delivery of the Goods shall be made by the Supplier in accordance with terms specified in the Contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

(i) In the case of FOB/FCA, CFR/CPT& CIF/CIP Contracts, when the Goods have been put on board the ship/flight, at the specified port of loading and a clean Bill of Lading/Airway

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

Bill is obtained. The date of Bill of Lading/Airway Bill shall be considered as the delivery date.

(ii) In case of FOT despatch point Contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the Goods receipt obtained. The date of LR/GR shall be considered as the date of delivery.

(iii) In case of FOT site (for Indian bidders) Contract, date of receipt of Goods by Purchaser/Consultant at the designated site(s) shall be considered as the date of delivery.

(iv) For Contracts involving Services, the delivery/completion period for such Services mentioned in Contract shall commence from zero date as intimated by the Purchaser/Consultant in writing or as mentioned in SCC or elsewhere.

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser/Consultant. Any request concerning delay will be void unless accepted by Purchaser/Consultant through a modification to the Contract.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser/Consultant.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Clasue– 26 shall apply. The Contract shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for termination of Contract.

15.6 It should be noted that if a Contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the Supplier will be liable to pay to BGL the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such Contract within the date of delivery specified in the Tender Document and incorporated in the Contract. This is without prejudice to other rights and remedies available to BGL, under terms of Contract.

15.7 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.8 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.9 The Supplier should comply with the Packing, Marking and Shipping Documentation Specifications.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

15.10 Dispatch Schedule

15.10.1 **Indian Bidder:**

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

Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

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

The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non- compliance in this regard will be to the account of the supplier.

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

15.10.2 Foreign Bidder:

Where the Supplier is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by BGL.
Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

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

It shall be responsibility of the Supplier to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

All equipments / materials are to be insured by BGL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

16 TRANSIT RISK INSURANCE

16.1 All Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 The Purchaser shall arrange transit risks Insurance for the Goods supplied by indigenous Supplier unless specified otherwise in the Purchase Order, to cover the risk & damages during the inland transportation. Further, where delivery is on FOB/FCA or CFR/CPT basis, marine insurance shall be the responsibility of the Purchaser.

Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter under intimation to consignee, for further necessary action for recovery of transit damages.

16.3 Insurance Requirements:

Indigenous Supplier: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BGL unless specified otherwise in the Purchase Order.

Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding LR number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and Purchase Order number along with Insurance policy no., for arranging insurance of the consignment against transit risk from the despatch point to the Site/warehouse of the consignee.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

Foreign Supplier : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BGL, in case of EXW, FOB/FCA, CFR/C&F orders as per INCOTERMS.

Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, packing details including number of packages/cases&gross/net weight, value of goods and Purchase Order number & date, ETD & ETA of vessel at ports along with Insurance policy no., for arranging necessary insurance.

The Supplier shall ensure that in effecting despatch of Goods, the primary responsibility of the carriers for safe movement is always retained so that the Purchaser's interests are fully safeguarded and are in no way jeopardised. The Supplier shall furnish the cost of materials against each equipment.

Purchaser's Insurance Agent& Insurance policy no.:

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

17. PACKING & SHIPPING INSTUCTIONS AND TRANSPORTATION

17.1 Packing & Marking:

The Supplier shall dispatch the materials in worthy/Sea worthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered alongwith other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate identifiable box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the Supplier in case of contracts with transit insurance in Supplier's scope from Supplier's ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

(i) Purchase Order No. and date

(ii) Country of origin(Applicable for Foreign Suppliers)

(iii) Name of Supplier

(iv) Case number (running number upon total number of boxes).

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(v) Gross and net weight in Kilogram on each box.

(vi) Dimension of packages

(vii) Port of destination (Applicable for Foreign Suppliers)

(viii) Consignee

(ix) TOP/DON'T TURNOVER/HANDLE WITH CARE (as applicable)

(x) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list and Material Safety Data Sheet (if applicable) in English.

In case of hazardous chemicals / materials the bidder will provide Material Safety Data Sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier's account.

Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to BGL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transhipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

17.2 **Shipping Instructions:**

The Supplier shall notify the Purchaser/Consultant& all concerned and also the port as well as ultimate consignee by e-mail the Bill of Lading/Airway Bill number and date, the name of ship/flight, ship manifest, the date of departure of the ship/flight, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and Purchase Order number and date within 2 days from the departure of the ship or within 24 hours from the departure of the flight from the port of loading.

17.3 Copies of dispatch documents should reach Purchaser/Consultant well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from Supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the Purchase Order.

17.4 Where the Supplier is required under the Contract to deliver the Goods on FOB/FCA basis, transport of the Goods until delivery, that is, upto and including the point of putting the Goods on board the export conveyance at the specified port of loading, shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Purchase Order Value.

17.5 Where the Supplier is required under the Contract to deliver the Goodson CFR/CPT or CIF/CIP basis, transport of the Goods to the port of discharge or such other point in the country of destination as specified in the Contract shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Purchase Order Value.

17.6 Where the Supplier is required under the Contract to deliver the Goods on FOT destination point basis, transport of the Goods upto the destination point shall be specified in the Contract shall be arranged and paid by the Supplier and the cost thereof shall be included in the Purchase Order Value.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

17.7 As per the Section 3 of the "Carriage by Road Act 2007", no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Accordingly, Goods should be transported through registered common carriers only.

18. **INCIDENTAL SERVICES**

18.1 The Supplier may be required to provide any or all of the following Services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this Service shall not relieve the Supplier of any warrantee/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Supplier's premise and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Supplier for the preceding incidental Services, shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18.3 When required, Supplier shall depute necessary personnel for supervision and/or erection of the Goods/Equipments at site for duration to be specified by Purchaser on mutually agreed terms. Supplier's personnel shall be available at Site within seven Days for emergency action and twenty-one Days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 If the cost of incidental Services is not shown separately in the Price Schedules /t Schedule of Rates, then the same shall be considered included in the quoted prices.

19. SPARE PARTS, MAINTENANCE TOOLS ETC.

19.1 Supplier may be required to provide any or all of the following materials and notification pertaining to Spare parts (including standby equipments, accessories, sub-assemblies/assemblies etc.)manufactured or sourced by the Supplier. Such Spares shall be supplied directly by Supplier and the responsibility shall not be passed on to his dealers/distributers/stockists or Indian associates.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

19.1.1 Such Spare parts as the Purchaser may opt to purchase from the Supplier, provided that his option shall not relieve the Supplier of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure such Spares, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Supplier shall supply item wise list with value of each item of Spare parts and maintenance tools requirements, along with full details of all manufacturers/ sub-supplier(s)for spares/maintenance tools sourced by Supplier.

19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials &workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of FILTER ELEMENTS shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods, shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with above conditions, their Bid may be rejected.

20. GUARANTEE

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior twelve(12) months from the date of the first commercial operation of the Goods/Equipments or twenty four (24) months from the date of last shipment whichever period shall first expire, and the Supplier is notified thereof, Supplier shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of commissioning of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

Purchaser/Consultant may, at his option, remove such defective materials, at Supplier's expense in which event Supplier shall, without cost to Purchaser/Consultant and as promptly as possible, furnish and install proper materials.

In case defects are of such nature that Goods shall have to be taken to Supplier's works for rectification etc., Supplier shall take the Goods at his costs after giving necessary undertaking or security as may be required by Purchaser/Consultant. Purchaser/Consultant may, if so required by the Supplier, dispatch the Goods by quickest mode on "Freight-to- pay" basis to the Supplier's works. After repairs Supplier shall deliver the Goods at Site on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the Supplier.

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

20.2 Performance Guarantee of Equipment

20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the Contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.

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Date: 2026.09.09 18:10:20 IST

20.2.2 If the Supplier fails to prove the guaranteed performance of the Equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the Supplier fails to do so within a reasonable period, the Supplier shall replace the Equipment and prove guaranteed performance of the new equipment without any extra cost to Purchaser.

20.2.3 If the Supplier fails to prove the guarantee within a reasonable period, Purchaser/Consultant shall have the option to take over the Equipment and rectify, if possible, the Equipment to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Supplier's risk and cost. All expenditure incurred by the

Purchaser/Consultant in this regard shall be to Supplier's account.

21. TERMS OF PAYMENT

21.1 In case of supply, payment shall be released within 15 days after receipt and acceptance of goods and submission of relevant documents complete in all respects through e-banking unless otherwise specifically mentioned in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the Supplier under this Contract shall be as mentioned above unless otherwise specifically specified in the Special Conditions of Contract.

21.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract. For release of payment, the following documents is to be submitted by supplier/ vendor:

i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;

ii) Packing list;

iii) LR/GR/consignment note;

iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);

v) Inspection certificate issued by purchaser's inspector (wherever applicable); and

vi) Any other document(s) as and if required in terms of the contract.

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Date: 2026.09.09 18:10:20 IST

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Supplier's bid, as well as in other currencies in which the Supplier had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

21.5 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 transactions related to procurement of goods / services exceeding Rs. 2 Lakhs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

21.6 Foreign Suppliers should ensure submission of Tax Residency Certificate(TRC), Form 10F or Permanent Establishment(PE) information within specified time.

General Notes:

(i) All foreign currency payments to foreign bidder shall be released through Cash against Documents (CAD) through bank, If Supplier insists payment through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of acknowledgement of Letter/Fax of Acceptance/Purchase Order together with Contract Performance Security.

(ii) For dispatches on FOT dispatch point (in India) basis involving payment through bank, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

(iii) All bank charges incurred in connection with payments shall be to Supplier's account in case of Indian bidders and to respective accounts in case of Foreign bidder.

(iv) Unless otherwise specifically stated in Bid Document, all payments shall be made in the currency quoted.

(v) No interest charges for delay in payments, if any, shall be payable by Purchaser.

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Date: 2026.09.09 18:10:20 IST

(vi) In case of Indian bidder, variation, if any, on account of customs duty on their built- in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the Purchaser, on account of such variation as per terms specified in the Bid Document, shall be passed on to the Purchaser alongwith invoicing itself.

(vii) Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site and after completion of its role & responsibility by such agent.

(viii) Wherever buy-back is involved, 5% payment towards supply of new item shall be made only after uplifting the buy-back items.

21.7 Further, after implementation of Vendor Invoice Management (VIM)Supplier/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided in tender/contract). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

22. PRICES

22.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Contract, vary from the prices quoted by the Supplier in his bid.

23. SUBLETTING & ASSIGNMENT

23.1 The Supplier shall not without previous consent in writing of the Purchaser authority, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Supplier from any obligation, duty or responsibility under the Contract.

23.2 There is no obligation on part of Purchaser/Consultant to release any payment to Sub-Contractor.

24. TIME AS ESSENCE OF CONTRACT

24.1 The original or extended time of delivery/completion of the Goods/Services as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. DELAYS IN THE SUPPLIER'S PERFORMANCE

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Date: 2026.09.09 18:10:20 IST

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

i) hire for period of delay from elsewhere goods which in Purchaser's opinion will meet the same purpose as the Goods which are delayed and Supplier shall be liable without limitation for such hire charges plus overhead charges @ 15% thereupon; or

ii) terminate /cancel the Contract in whole or in part without liability for termination/cancellation charges. In that event, Purchaser may procure from elsewhere goods which Purchaser's opinion would meet the same purpose as the Goods for which Contract is cancelled and Supplier shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the Contract for the Goods involved; or

iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the Supplier or his sub-contractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

- forfeiture of Contract Performance Security,
- imposition of price reduction for delay in delivery and
- termination of the contract for default.

As per Performance Evaluation procedure (Appendix-II), the Supplier's non-performance or poor performance shall affect the future business relationship with BGL and its PMCs.

26. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

26.1 Subject to Clasue-29, if the Supplier fails to deliver any or all of the Goods or performance of the services within the time period (s) specified in the Contract, the Purchaser shall, without prejudice to his other remedies under the Contract, deduct from the Contract Price, a sum calculated on the basis of the Contract Price, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

A. For order including only supply of Goods/Equipment/Package

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable ½ % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

Note: When installation and/or commissioning is in Supplier's scope, the above

clause 'A' will not be applicable, in such cases clause 'B' below will be applicable.

B. For order including both supply of Goods and Services (i.e. supervision, installation, erection, commissioning etc.)

For delay in supply:

The PRS shall be applicable @ ½ % (half percent) of price of respective goods/equipment / package (including spares etc. even if prices are indicated separately in the order but excluding value of Services) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value excluding value of Services.

For delay in Services (i.e. supervision, installation, erection, commissioning etc.):

The PRS shall be applicable @ ½ % (half percent) of Total Contract/ Order Value of respective equipment / package (including value of spares, Services etc. even if prices are indicated separately in the Contract) per week of delay or part thereof subject to maximum 5% (five percent)of Total Contract/ Order Value including value of Services.

In no case, total PRS shall exceed 5% (five percent)of Total Contract/ Order Value (Supply +Services).

However, if the completion of supply and services together are achieved within the overall completion period, no PRS shall be applicable.

For specific provision relating to supervision by Supplier (wherever applicable), refer SCC.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

26.2 Both Supplier and Purchaser agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Supplier and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the Purchaser/EIC in the matter of applicability of price reduction shall be final and binding.

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

26.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.

26.5 In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the entire value of ARC.

26.6 In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply. In case of Import, PRS shall be applicable on FOB amount (except EXW orders) for delay in supply.

26.7 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 should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if Supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BGL will release the payment to Supplier 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. 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 under this contract or under any other contract.

27. REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

27.1 Preliminary inspection at Supplier's works by Inspector shall not prejudice Purchaser's/Consultant's claim for rejection of the Goods / Equipment on final inspection at Site or claims under warranty provisions.

27.2 If the Equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the Purchaser/Consultant shall be entitled to reject the Equipment/Material or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Supplier's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the Purchaser and/or Affect any rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the Supplier of his obligations under the Contract.

27.4 Goods/Equipment rejected by the Purchaser/Consultant shall be removed by the Supplier at his cost within 14 days of notice after repaying the amounts received against the Supply. Failure or any delays of Supplier for removal of Goods/Equipment, the Purchaser shall also be entitled to recover handling and storage charges @5% of the estimated value of such Goods for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months or as decided by the Purchaser, the Purchaser may take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The Supplier shall be liable to pay the Purchaser the handling & storage charges as mentioned above plus overhead charges @ 15% of sale value of such materials. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever.

27.5 In case of rejection of Equipment, Purchaser shall have the right to recover the amounts, if any, from any of Supplier's invoices pending with Purchaser or by alternative method(s).

28. TERMINATION OF CONTRACT

28.1 Termination for Default

28.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or

(ii) If the Supplier fails to perform any other obligation(s) under the Contract, and

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(iii) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or any such period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

28.1.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause no. 28.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.1.3 In case of termination of Contract herein set forth (under clause 28) [except under conditions of Force Majeure (under clause 29)], the Purchaser is entitled to put Supplier on under Suspension and/or Holiday as per provisions of "Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices (Appendix-I)" and "Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant" of Tender Document (Appendix-II)".

28.2 Termination for Insolvency

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

28.3 Termination for Convenience including short-closure

28.3.1 The Purchaser may, by written notice/communication to the Supplier, may short-close/ terminate the Contract, in whole or part, at any time for his convenience. The notice/ communication to the Supplier shall specify that short-closure/termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is short-closed/terminated and the date upon which such short-closure/termination becomes effective.

28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice/communication of termination/short-closure shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:

(i) to have any portion completed and delivered at the Contract terms and prices, and /or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

28.4 Termination of Contract for Corrupt/Fraudulent/ Collusive/Coercive Practices and Non-Performance

If the Bidder/Supplier is found to have indulged in Corrupt/Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Supplier shall be banned for future business with BGL. The detailed procedure for banning including suspension in this regard is attached as Appendix-I to this GCC.

Due to non- performance of the Supplier leading to termination of the Contract, the Supplier shall be put on suspension list and also on holiday list of Purchaser for a period mentioned in the detailed procedure. The detailed procedure for evaluation of performance in this regard is attached as Appendix-II to this GCC.

29. FORCE MAJEURE

29.1 Force Majeure shall mean and be limited to the following:

(i) Act of terrorism;

(ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(iii) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(iv) Pandemic, Epidemics, earthquakes, flood, natural fire/wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(v) Freight embargo, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than conditions mentioned above at sl. no. (i) to (v)) or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

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

Payment in case of termination due to Force Majeure

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/ or services performed as at the date of the commencement of the relevant event of Force Majeure.

The Supplier has no entitlement and Purchaser has no liability for:

(i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and

(ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure.

30. DISPUTE RESOLUTION MECHANISM

30.1 Conciliation

Bhagyanagar Gas Limited has framed the Conciliation Rules 2010 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 2010 as amended from time to time. A copy of the said rules have been made available on BGL's web site.

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, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

30.2 Arbitration

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 30.2.6 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 30.2.1 below or Institutionalized Arbitration as provided at Clause

30.2.2 below, the remaining clauses from 30.2.3 to 30.2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

30.2.1 On invocation of the Arbitration clause by either party, BGL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court or High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Hyderabad Arbitration Centre (HAC) 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 ''Hyderabad Arbitration Centre'.

OR

30.2.2 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/HAC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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

30.2.5 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.

30.2.6 List of Excepted matters:

(i) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.

(ii) Dispute(s)/issue(s) relating to indulgence of Supplier/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.

(iii) Dispute(s)/issue(s) wherein the decision of Engineer-In- Charge/owner/BGL has been made final and binding in terms of the Contract.

30.2.7 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.

30.3 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.

30.4 Disputes between CPSE's/Government Department's/ Organizations

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

The above provisions mentioned at clause no. 30.1 to 30.4 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned elsewhere in tender document.

30.5 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

30.6 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Bidders indulged in Fraudulent/ Coercive Practices

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Appendix-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Ltd., to such Bidder/Supplier.

The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BGL, such decision of BGL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

31. GOVERNING LANGUAGE

31.1 The Contract shall be written in English language as specified by the Purchaser/Consultant in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

31.2 The Supplier shall ensure that the language/terminology/description of Goods used in Purchase Order/Bill of Lading/Airway Bill/Invoice is verbatim in English and not at variance.

32. NOTICES

32.1 **TO THE SUPPLIER:** Any notice to be given to the Supplier may be served by the Purchaser/Consultant by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Supplier. Proof of issue of any such notice could be conclusive of the Supplier having been duly informed of all contents therein.

32.2 **TO THE PURCHASER/CONSULTANT:** Any notice to be given to the Purchaser/Consultant under the terms of the Contract may be served by the Supplier, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

32.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. TAXES & DUTIES

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the Purchaser. However, GST on finished products shall be reimbursed by Purchaser.

33.3 Customs duty payable in India for imported Goods ordered by Purchaser on foreign Supplier shall be borne and paid by Purchaser.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is upto the Bidder/Supplier to ascertain the amount of these taxes and to include them in his Bid price.

33.5 TDS

33.5.1 TDS as applicable will be deducted by BGL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

33.5.2 Since BGL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

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Date: 2026.09.09 18:10:20 IST

33.5.3 Higher rate of TDS for non-filers of ITR

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

(i) Twice the rate mentioned in relevant TDS section.

(ii) Twice the rate or rates in force

(iii) 5%

34. BOOKS & RECORDS

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

35. PERMITS & CERTIFICATES

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

36. GENERAL

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

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the Purchaser owing to the Supplier's failure to adhere to any of the instructions given by the Purchaser/Consultant in connection with the Contract execution shall be recoverable from the Supplier.

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Date: 2026.09.09 18:10:20 IST

36.3 Recovery of sums due

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

36.4 Payments, etc. not to affect rights of the Purchaser

No sum paid on account by the Purchaser nor any extension of the date for completion granted by the Purchaser/Consultant shall affect or prejudice the rights of the Purchaser against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

36.5 Cut-off Dates

No claims or correspondence on claims on this Contract shall be entertained by the Purchaser/Consultant after 90 days after expiry of the Contract Performance Security (from the date of final extension, if any)

36.6 **Indemnity**

The Supplier hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified the Purchaser/BGL and all its employees, agents and assigns from and against all losses, penalties interests, costs etc., which may arise out of breach of any terms and conditions of this Contract by the Supplier and the employees' /personnel/sub-contractors/agents or any third party appointed by the Supplier for the purpose of implementation of their obligations under this Contract. The Supplier undertakes to compensate the Purchaser/BGL forthwith on demand without protest any loss suffered by the Purchaser/BGL together with direct/indirect expenses . This Indemnity shall remain valid and irrevocable for all claims of the Purchaser/BGL arising from any such case or court case filed for which Purchaser/BGL or its employees has been made party until now or here -in- after.

36.7 Paragraph heading

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

36.8 **Retired Purchaser's Director**

No Director of BGL is allowed to participate in tender for a period of 1 (one) year after his retirement from the employment, without the prior permission. The Contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person

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Date: 2026.09.09 18:10:20 IST

and has not obtained the permission of BGL before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

The tenderer is required to state whether he is a relative of any Director of BGL, or whether the tenderer is a partnership firm, whether a Director of BGL or its relative is a partner in the firm, or whether the tenderer is a Company, whether a Director of BGL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company. The definition of relative shall be as per The Companies Act, 2013 and its amendment(s).

37. IMPORT LICENSE

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

38. FALL CLAUSE

The following Fall Clause shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

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

38.2 If at any time during the said period, the Supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. of Central Govt. or State Govt.as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued the Purchase Order and the price payable under the Purchase Order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

(i) Export/Deemed Export by the Supplier or

(ii) Sale of goods as original equipment prices lower than the price charged for normal replacement;

(iii) Sale of goods such as drugs, which have expiry date;

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

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

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

Such a certificate shall be obtained, except for quantity of items/Goods/materials categories under sub-clause (i), (ii) & (iii) of sub-para 38.2 above, of which details shall be furnished by the Supplier.

39. PUBLICITY & ADVERTISING

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

40. REPEAT ORDER

40.1 Purchaser reserves the right, within 6 months of order to place repeat order up to 25% of the original quantity without any change in unit price or other terms and conditions.

41. LIMITATION OF LIABILITY

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent & trade mark or industrial design rights or willful misconduct or fraud, under the contract or otherwise shall be limited to 100% of value of Purchase order.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

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Date: 2026.09.09 18:10:20 IST

42. COMPLETION CERTIFICATE AND EXECUTION CERTIFICATE

42.1 No Completion Certificate shall be issued against orders for supply of goods only. However, for these cases, a copy of Good Receipt (GR) duly signed by concerned Store-in-charge will be forwarded to the Supplier.

42.2 Completion Certificate, in case of Purchase Orders for supply of Goods along with associated/incidental Services (like erection, installation, commissioning etc.) should be issued after completion of supplies/services in accordance with Contract.

42.3 Completion of supplies, for issuance of completion certificate, shall be completion of supply and acceptance of Goods in all respect as per provisions of Contract.

42.4 Application for Completion Certificate: When the Supplier fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The Purchaser/Consultant shall normally issue to the Supplier the Completion Certificate within one month after receiving any application thereof from the Supplier after verifying from the completion documents and satisfying himself that the supplies have been made in accordance with and as set out in the Contract.

42.5 Completion Certificate: Within one month from receipt of application from Supplier after the completion of the Supplies in all respects as specified above at clause no. 42.4, the Supplier shall be furnished with a certificate by the Purchaser/Consultant such completion. Purchaser's/Consultant's certification about completion of supplies in all aspects shall be binding and conclusive.

42.6 Execution Certificate: Execution Certificate during currency of Rate contract can be issued by Purchaser/Consultant against written request from Supplier.

43.0 PROVISIONS FOR BUY-BACK ITEMS:

The following provision for Buy-Back shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

43.1 Old materials will be handed over to the Supplier in terms of the contract with proper documentation on "as is where is basis". The Supplier is required to take away such materials out of BGL immediately after handing over to them.

43.2 The Supplier will not sell these materials to any Purchaser's employee without written permission of Purchaser/HR Department-Purchaser, to be obtained by the Purchaser employee(s). Even after such permission is obtained by employee(s), the Supplier is free to take decision whether to sell such item(s) to Purchaser employee(s) or not.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

43.3 The Supplier will maintain a separate record for such sales to Purchaser employees and will make the same available as and when requited by Purchaser.

43.4 The Supplier will accept payment only by Cheque/Demand Draft/e-banking (NEFT) for sale of old item(s) to BGL employee(s).

43.5 The Supplier is required to take away the buy-back items out of BGL premises at his cost within 14 days of notice. Failure or any delays of Supplier for removal of buy-back items, the Purchaser shall be entitled to recover handling and storage charges @5% of the buy-back value of such items for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months, the Purchaser will take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The buy back amount deducted from payment and proceed of such action or sale will be adjusted towards handling, storage and overhead charges of BGL. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever. Further, such action shall be considered as poor-performance and action will be taken as per procedure in this regard.

44.0 CONFIDENTIALITY:

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

45.0 INTELLECTUAL PROPERTY RIGHT:

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

Subject to the confidentiality obligations, by signing the Contract, within the value of Contract, the Supplier shall be deemed to give to the Purchaser a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Supplier's documents for the operation, maintenance, repair of the Goods/Work / Plant, training and Statutory purposes, but not for any other purpose. Such documents of the Supplier shall not be used, copied or communicated to a third party by or on behalf of the Purchaser for the purposes other than those permitted, without the Supplier's Consent.

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Date: 2026.09.09 18:10:20 IST

APPENDIX-1

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

Definitions:

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

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

A2"Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3"Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6" Appellate Authority" shall mean Committee of Directors consisting of Managing Director and Director (Commercial).

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

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

a) Whether the management is common;

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

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

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

A.5 "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 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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(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, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BGL.

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.

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

B.2.2 **Period of Banning :**

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

(i) Corporate Vigilance Department 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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

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:

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

(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.

(f) In case of shortage of vendor in a particular group, such holiday may also hurt the interest of BGL. In such cases, endeavor should be to pragmatically analyze the 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 provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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Date: 2026.09.09 18:10:20 IST

APPENDIX-II

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

3.0 **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.

4.0 **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.

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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.

6.0 EXCLUSIONS

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

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

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

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

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts excluding cases under para 4.0

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

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

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Date: 2026.09.09 18:10:20 IST

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date: 2026.09.09 18:10:20 IST

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 Deleted

5.3 <u>FOR OPERATION & MAINTENANCE</u>

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

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Date: 2026.09.09 18:10:20 IST

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:

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

   (c) First Instance: **Holiday (Red Card) for One Year**

   (d) 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**

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

   (d) 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.**

   (e) 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**

   (f) 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.**

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Date: 2026.09.09 18:10:20 IST

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)

(d) 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.

(e) 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**.

(f) 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.

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Date: 2026.09.09 18:10:20 IST

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:

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Date: 2026.09.09 18:10:20 IST

(d) 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.

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

(f) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Managing Director, BGL & Director (Commercial), BGL

11. **ERRANT BIDDER**

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

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

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

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

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

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

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:

(Sign & Seal of Bidder)

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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

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks

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Date: 2026.09.09 18:10:20 IST

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

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

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

1.3 RELIABILITY PERFORMANCE **20 Marks**

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Date: 2026.09.09 18:10:20 IST

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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Date: 2026.09.09 18:10:20 IST

Annexure-2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**) [ ]

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

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

Signature of Authorised Signatory:

Name:

Designation:

(Sign & Seal of Bidder)

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Date: 2026.09.09 18:10:20 IST

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

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

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

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Date: 2026.09.09 18:10:20 IST

1.3 RELIABILITY PERFORMANCE 20 Mark

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

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Date: 2026.09.09 18:10:20 IST

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

To, M/s Bhagyanagar Gas Limited _____	**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 Vasantha Chambers, Fateh Maidan Road, Basheer Bagh,Hyderabad-500 004 (herein after called the "BGL" which expression shall wherever the context so require include its successors and assignees).

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

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

1. We _____ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s_____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BHAGYANAGAR GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BGL in such manner as BGL may direct the said amount of Rupees

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST

_____ 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 Telanaga.
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

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Date: 2026.09.09 18:10:20 IST

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

9. 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.

11. Notwithstanding anything contained herein:

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

e) 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

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

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

Name …….
Designation ……..

Yours faithfully,

_____
Bank by its Constituted Attorney

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

Confirmation Email Id :

IFSC Code of Issuing Bank :

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Date: 2026.09.09 18:10:20 IST

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)

Digitally signed by Pradeep Kumar Yadav
Date: 2026.09.09 18:10:20 IST