



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENTS FOR SUPPLY OF CNG STATIONARY CASCADE ON ARC BASIS FOR A PERIOD OF 24 MONTHS IN GAs OF BHAGYANAGAR GAS LIMITED

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: 043-LEPL-BGL-10

**VOLUME- I of II
COMMERCIAL**

PMC:



M/s. Lyons Engineering Pvt. Ltd.



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

SECTION-I

INVITATION FOR BID (IFB)

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
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SECTION- I

"INVITATION FOR BID (IFB)"

Ref No:
To,

Date: 15.05.2024

SUB: TENDER DOCUMENT FOR SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN HYDERABAD, VIJAYAWADA AND KAKINADA GA's OF BHAGYANAGAR GAS LIMITED

Dear Sir/Madam,

- (i) M/s. Bhagyanagar Gas Ltd (BGL) is a joint venture of M/s. GAIL (India) Ltd and M/s. Hindusthan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the states of Telengana and Andhra Pradesh. PMC M/s. Lyons Engineering Pvt. Ltd. on behalf of M/s. Bhagyanagar Gas Ltd intend to float a Open Domestic Tender for the procurement of CNG Storage Cascades in complete accordance with the following details and enclosed Tender Documents. Bids submitted online on <https://petroleum.euniwizarde.com> shall only be considered for processing.

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN HYDERABAD, VIJAYAWADA AND KAKINADA GA's OF BHAGYANAGAR GAS LIMITED	
(B)	TENDER NO. & DATE	043-LEPL- BGL-10 dtd. 15.5.2024	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**


Vol I of II

(D)	TYPE OF TENDER	E-TENDER	<input checked="" type="checkbox"/>
		MANUAL	<input type="checkbox"/>
(E)	COMPLETION/CONTRACT PERIOD	As per Clause 4 of SCC	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
		EMD Amount : 3,45,585.00	
		Bid Security Validity : 5 months from the Bid due date	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From: Date 15.5.2024 Time 13 HRS to Date 5.6.2024 Time 15 HRS	
		(i) etender">www.Bhagyanagar Gas Limitedgas.com/tenders->etender	
		(ii) www.cppportal/	
		(iii) https://petroleum.euniwizarde.com/	
		(iv) PMC, if any:www.lyonsengineers.com	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 20.5.2024 Time : 11 HRS Venue : Through Video Conference	
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 5.6.2024 Time : 15 Hrs	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 5.6.2024 Time : 16 Hrs	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER (LYONS ENGINEERING PVT. LTD)	Name M Girish Kumar Designation: Head (C&P) Direct No.: 9654993340 e-mail : girish.kumar@lyonsengineers.com	

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
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In case of the days specified above happens to be a holiday in BHAGYANAGAR GAS LIMITED (BGL), the next working day shall be implied.


- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bids complete in all respect must be submitted only on website <https://petroleum.euniwizarde.com> . Bidders are advised to complete their registration with e-tender portal <https://petroleum.euniwizarde.com> . Bids submitted through other modes will be rejected. . Further, the following documents in addition to uploading the bid on website, shall also submitted in Original (in physical form) within 7 (seven) days from the bid due date ie. 5.6.2024 provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Document.
- i) Original EMD/Bid Security (Submission of original is not applicable for online Banking Transaction)
 - ii) Power of Attorney
 - iii) Integrity Pact
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Bhagyanagar Gas Ltd./ reserves the right to reject any or all the bids received at its discretion without assigning any reason, whatsoever.
- 7.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt./Public Sector Undertaking of India.
- 8.0 BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER RECEIPT OF BID. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BHAGYANAGAR GAS LIMITED RESERVE THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 9.0 Bidder if desires may seek clarification on the tender document within 7 days of issuance of bid document through email ID: girish.kumar@engineers.com. If no intimation is received within 7 days, the bidding document received by the bidder shall be deemed to be complete in all respect. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of bidding document.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
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10.0 BHAGYANAGAR GAS LIMITED makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.

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

(Authorized Signatory)
Name : M Girish Kumar
Designation : Head (C&P)
E-mail ID : girish.kumar@lyonsengineers.com
Contact No. : 9654993340

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : 043-LEPL-BGL-10

Description : TENDER FOR SUPPLY OF CNG CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Bid Due Date & Time : 5.6.2024 at 15 Hrs. (Physical documents to be delivered after 5.6.2024 in the below mentioned address)

From:

To:

<p>.....</p> <p>.....</p>	<p>M. Girish Kumar Lyons Engineering Pvt. Ltd. Shree Sharda Fortune Tower, 198/2/1 Ramesh Market, 1st Floor, East of Kailash, New Delhi – 110065</p>
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(To be pasted on the envelope containing Physical documents)

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

Website for Online Bid submission: <https://petroleum.euniwizarde.com>

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

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



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED

Vol I of II

ANNEXURE – I

INSTRUCTIONS FOR PARTICIPATING IN E- TENDERING

(<https://www.bglgas.com/tender-videos/>)

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	-------------

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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

3. BID PREPARATION

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

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

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

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

4. BID SUBMISSION

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


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

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

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

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

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

6. ASSISTANCE TO BIDDERS

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




**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

BID EVALUATION CRITERIA (BEC)

1.0 TECHNICAL CRITERIA

- 1.1 The Bidder shall be regular manufacturer of CNG / CBG Storage Cascades handling CNG/CBG at 255 bar pressure.
- 1.2 Minimum requirement to qualify BEC is as per the table given below;


Item No.	CNG/CBG Cascade Type	Capacity	Minimums required to quantify against item
1.	Stationary or Mobile Cascade (Type-1)	3000 WL or above	02 (Two)

The Bidder should have Engineered, Manufactured, Assembled, Tested and Supplied, from the proposed facility of manufacturing, the minimum number of CNG / CBG Cascades as given in the above table, in a single order within last 7 (seven) years reckoned from the bid due date.

- 1.3 The bidder should have manufacturing / fabrication facilities with adequate testing / quality assurance facilities, as per the applicable codes.
- 1.4 Cylinder manufacturing facility shall have a valid approval of Chief Controller of Explosives, Government of India. Bidder shall submit a copy of the above approval along with the Bid.

Note:

- i) A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- ii) 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, such experience will also be taken into consideration provided that the bidder has submitted satisfactory

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

supply execution certificate to this effect issued by the end user/owner/ Authorized consultant.

2.0 FINANCIAL CRITERIA

2.1 Annual turnover

The minimum annual turnover (i.e Revenue from Operations) of the bidder as per their audited financial statement in any one of the three immediate preceding financial years shall be Rs. 61.40 Lakhs.

2.2 Net Worth

Net worth of the bidder should be positive as per the last audited financial year (22-23). For the purpose of net worth for this tender, the same shall be as defined in Format F-10.

2.3 Working Capital

The minimum working capital of the bidder as per the last audited financial year shall be Rs. 12.28 Lakhs.


Notes:

- (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-11.

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

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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.

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

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

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


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

Note:


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

4.0 Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
1.1	Documents Required-Technical Criteria	

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

BEC Clause no.	Description	Documents required for qualification
	Documents required in support of Clause Nos 1.1,1.2,1.3 & 1.4 under Technical Criteria	<p>i) Copies of BIS Certificate/ISO certificate/ PESO approval or any other valid documentary evidence in support of manufacturing facility.</p> <p>ii) Copy of Purchase/Work orders including Scope of Work issued by Clients to bidder and documents like inspection certificates/inspection release note/dispatch clearance/final work completion certificate issued by the client/end user to bidder/other documentary evidence establishing that the order has been executed. The execution proof should have cross reference of purchase/work order number.</p> <p>iii) Copy of certificate from a reputed inspection agency such as CEIL/Lloyds/BV/DNV/TUV/ABS/Moody/SGS/GLI/Velosi/FCRI/DVGW or equivalent stating that the proposed workshop facility has the capability for manufacturing/fabrication, assembly and testing of the CNG/CBG storage cascades complying the specifications. The said Certificate shall be valid as on the bid due date.</p> <p>iv) Certificate from Chief Controller of Explosive (CCOE), Govt. of India with validity as on bid due date.</p>

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


1.2	Documents Required-Financial Criteria	
1.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Audit Report along with Balance Sheet and Profit & Loss Account Statement] of three (3) preceding Financial Year(s) along with un-priced Bid.
1.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Audit Report along with Balance Sheet and Profit & Loss Account Statement] of last Financial Year along with un-priced bid.
	WorkingCapital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Audit Report along with Balance Sheet and Profit & Loss Account Statement] for the last audited Financial Year along with un-priced bid.
	General	
1.3	Jobs 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.

Note:

- (I) Annual Turnover: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. 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 audited financial results of the 3 years immediately prior to that will be considered.

Further, 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 (as mentioned above), the same shall suffice and bidders may submit format F-10 accordingly.

- (II) Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

such case the audited financial results of the year immediately prior to that year will be considered.

Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/ Working Capital.

- (III) 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.
- (IV) All documents in support of Technical criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.
- (V) In support of Financial criteria of Bid Evaluation criteria (BEC), bidder is required to submit "Details of Financial capability of bidder" in prescribed format, duly signed & stamped by a Chartered Accountant.
- (VI) Further, a copy of Audited Annual Financial Statements [Balance Sheet and Profit & Loss Account Statement] submitted in bid shall be duly certified / attested by Notary Public/Gazetted officer with legible stamp.

5.0 EXCHANGE RATE FOR CONVERSION OF CURRENCY FOR EVALUATION OF DOCUMENTS RELATED TO BEC:

Exchange rate for conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows;

- (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 the bidder.
- (b) BEC (Financial) :
 - (i) **For Annual Turnover**
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
 - (ii) **For Net-Worth & Working capital:**
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>"


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

- i. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- ii. 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

- iii. "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.
- iv. "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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- 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
- v. "Beneficial owner" for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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.

- vi. "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.]
- vii. "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 the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
- viii. "Specified Transfer of Technology" means a transfer of technology in the sectors and/or technologies, specified at Schedule-I, II & 3 of this order.
- ix. **SUBMISSION OF CERTIFICATE IN BIDS:**

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

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.

- x. 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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


7.0 EVALUATION METHODOLOGY

- (1) The below evaluation / distribution methodology will be considered for evaluation and awarding purpose:

- (a) A bidder must quote for all items for all cities of the Price Schedule. Evaluation and ordering shall be on overall least cost basis.
- (b) Bidder quoting shall have to quote for entire quantity otherwise their bid will not be considered.
- (c) The total quantities of all the items will be ordered to L1 bidder.

Total quoted contract price for all categories inclusive of all taxes & duties except GST, after arithmetic checks and rebate (if any), plus GST as applicable on total contract price.

- (d) If L1 bidder refuse to accept the order, then L2 Bidder shall be offered to match L1 price and start supplying material. If L2 bidder also refuse to accept the order then same chance will be given to L3 Bidder and then after L4 etc. to match the L1 price and accept the order for supplying material.
- (2) There is no relaxation of prior experience and prior turn over for start-up companies.
- (3) Bidder if so desire, may seek in writing the reasons for rejection of their bid, to which BGL may respond quickly.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Form-I-A

UNDERTAKING ON LETTERHEAD

To,

M/s BHAGYANAGAR GAS LTD.

HYDEERABAD

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Dear Sir

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

Not from such a country []

or

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 (✓) 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:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Form-I-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,

M/s BHAGYANAGAR GAS LTD.

HYDERABAD

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder having Transfer of Technology (ToT) arrangement which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is :

Does not have ToT with such a country []

If having ToT 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 (✓) 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:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Appendix-A1

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

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


Whereas

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

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

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

- g) It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to BHAGYANAGAR Gas for the performance of works during the contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of

(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of

(Supporting Company)

M/s.

Witness:

1)

2)

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Appendix-A2

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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


TOWARDS

M/s BHAGYANAGAR Gas Limited, a company duly registered under the law of India having its Registered Office at 2nd Floor, TSIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004, India, and having Purchase center at hereinafter called “BHAGYANAGAR Gas” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.

WHEREAS BHAGYANAGAR Gas has invited tender number 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BHAGYANAGAR Gas at any stage.

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BHAGYANAGAR Gas to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BHAGYANAGAR Gas, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHAGYANAGAR Gas and duly perform the obligations of the Bidder to the satisfaction of the BHAGYANAGAR Gas.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to BHAGYANAGAR Gas for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BHAGYANAGAR Gas and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BHAGYANAGAR Gas, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BHAGYANAGAR Gas.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


desirable in connection therewith or for the due performance of the Guarantor's obligations towards BHAGYANAGAR Gas.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BHAGYANAGAR Gas under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Hyderabad, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BHAGYANAGAR Gas, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BHAGYANAGAR Gas, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BHAGYANAGAR Gas shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BHAGYANAGAR Gas about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____


Designation _____

Official seal _____

Witness:

1. Signature _____
Full Name _____
Address _____


2. Signature _____
Full Name _____
Address _____

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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.


	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	-------------

Appendix-A2A

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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	-------------

Appendix-A3

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

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT


(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BHAGYANAGAR Gas Limited

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "CONTRACTOR/

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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 2nd Floor, APIDC Building, Parishram

Bhavan, Basheer Bagh, Hyderabad – 500004 (herein after called the “BHAGYANAGAR Gas” which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head 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.

2. 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BHAGYANAGAR Gas in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BHAGYANAGAR Gas at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BHAGYANAGAR Gas may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BHAGYANAGAR Gas shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the
5. terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BHAGYANAGAR Gas against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BHAGYANAGAR Gas or any indulgence by BHAGYANAGAR Gas to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of BHAGYANAGAR Gas under or by virtue of this CONTRACT/ORDER have been fully paid



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

and its claim satisfied or discharged or till BHAGYANAGAR Gas discharges this guarantee in writing, whichever is earlier.


6. This Guarantee shall not be discharged by any change in our constitution, in the Constitution of BHAGYANAGAR Gas or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	-------------

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.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED

Vol I of II

SECTION-III

INSTRUCTIONS TO **BIDDERS**

(TO BE READ IN
CONJUNCTION WITH
BIDDING DATA SHEET
(BDS)



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:


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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISION FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
52. DOCUMENTS FOR PAYMENT
53. ORDER TRANSMITTAL SYSTEM
54. VENDOR INVOICE MANAGEMENT SYSTEM (VIM)

[G] ANNEXURES:

1. 1. ANNEXURE-I: BIDDING DATA SHEET (BDS)
2. ANNEXURE-II: POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the "**Tender Document /Bid Document**") issued by the Employer. Employer/Owner/BGL. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bid Document.
- 1.3 The successful Bidder (the "**Supplier**") shall complete delivery of goods alongwith 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' & 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.


2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL, Mecon 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 Annexure-I, 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 Tender Document is/was issued inadvertently / downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award. 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 about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 Bidder shall not be affiliated with a firm or entity:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- (i) that has provided consulting services related to the work to the Purchaser 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 Purchaser as an Engineer/ Consultant for the Contract.

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

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

2.6 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. Any consequence resulting due to such signing shall be binding on the Bidder.


I) In case of single Bidder, the Power of Attorney the Power of Attorney shall be issued as per constitution of 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.

II) In case of Consortium, Power of Attorney shall be issued both by leader as well as Consortium Member(s) of the Consortium as per Procedure defined herein above in favour of employee of Leader of Consortium

III) The authorized Signatory of the bidder holding Power of Attorney must digitally \ sign all uploaded files.

iv) A valid e-mail Id of the Organization/Firm Bidder must possess an e-mail Id, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

for online communication

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 BID FROM "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 Format F-5.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

5 COST OF BIDDING

- 5.1 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.

Tender fee is not applicable.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site 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 supply/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 Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.


[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

Volume I of II – Commercial consisting of

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format **

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- Section-IV : General Conditions of Contract [GCC]-Goods***
- Section-V : Special Conditions of Contract [SCC]

Volume I of II – Technical

Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)

*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 of the Tender Document. The RFQ & 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify BGL in writing or by email in the format "F-11" at BGL's mailing address indicated in the IFB/BDS not later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled. BGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BGL response including an explanation of the query, but without identifying the source of the query will be uploaded on BGL's tendering website [<http://www.bqlgas.com/>] communicated to prospective bidders by email/fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 (refer BDS for address)above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 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(s), modify the Bidding Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the website as provided at Clase 2.0 (G) of IFB/communicated to prospective bidders by e-maill/fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
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- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

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 a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.


11. DOCUMENTS COMPRISING THE BID

- 11.1 The bid prepared by the bidder shall comprise of the following components;

11.2 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

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

- i. Covering letter.
- ii. Bidder's General Details/information
- iii. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. Bid Form as per F-2
- v. Bid security/EMD in accordance with Clause 16 of "ITB" shall be furnished in Original in the form of Banker's Cheque /Bank Draft payable to Bhagyanagar Gas Limited at Hyderabad or Bank Guarantee as per FORM F-3.
- vi. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- vii. Details of similar work done and Specific experience during past seven years.
- viii. Annual Turnover details as called for in qualifying requirements as per Form F-10
- ix. Compliance to Bid Requirement/Exception Deviation Statement as per Proposal FORM F-6.
- x. Details of PF Registration No as per the proposal FORM F-9.
- xi. Reply to Commercial Questionnaire/Agreed Terms & Conditions
- xii. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced & Priced bid opening on specified dates and venue as per FORM F-8(i, ii).
- xiii. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- xiv. Bidder's declaration that they are not under any liquidation, court receiver ship or

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

similar proceedings.

xv. Technical details/documents as per bidding document.

xvi. Any other information/ details required as per requirement of bidding documents.

11.3 PART-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rates of the bidding documents. Bidder 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 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 SOR and indicate the discounted unit rate(s) only.
- iii) Price Bid of the bidder shall be uploaded under tab "Step 3: SOR Attachment" of Page in the BGL E-Tender Portal ie. <https://petroleum.euniwizade.com/> and shall contain Price Bid only. The Prices are to be submitted strictly as per the Schedule of Rates 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 instructions.
- iv) 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 bids.
- v) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) 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 case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- vi) The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

vii) In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

11.4 Bidders are requested to refer instructions for participating in e-Tendering Enclosed herewith as Annexure-I, Ready Reckoner for Bidders and FAQs available in Bid Documents and e- portal. **Bids submitted manually shall be rejected.**

11.5. Bid Security: Bidder to submit an undertaking letter as per the Format-3 in bid document.

12 BID PRICES


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

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

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

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, Or for any other cause except final GST (CGST & SGST/UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of The Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

13 GST (CGST & SGST/ UTGST or IGST)

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


13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST Or IGST or UTGST). Please note that the responsibility of payment of GST CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only.

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

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

13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case BGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

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

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


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

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

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

13.7 BGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 In case BGL is required to pay entire/certain portion of applicable GST (CGST & 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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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.

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

13.10 Anti-profiteering clause


As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BGL.
- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB. SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder

13.13 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 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

process, such invoice can-not be processed for payment by Bhagyanagar Gas Ltd. as no ITC is allowed on such invoices.

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

If input tax credit is not available to M/s. Bhagyanagar Gas Ltd. for any reason attributable to supplier (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 / 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.

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

13.14 Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision)of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from M/s.Bhagyanagar Gas Ltd. will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller M/s.Bhagyanagar Gas Ltd.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. 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 also be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD/Bid Security.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


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 (EMD)

- 16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of '**Online banking transaction or Draft (DD) / 'Banker's Cheque'** [in favour of Bhagyanagar Gas Ltd. payable at Hyderabad] or Letter of credit or 'Bank Guarantee' strictly as per the format given in form F-2B 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. Further, in case of the online transaction, submission of EMD in original is not applicable.

- 16.2 The Bid Security is required to protect BGL against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to "ITB: Clause 16.7"
- 16.3 BGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (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.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BGL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- (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) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (ii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favour of M/s. Bhagyanagar Gas Ltd and addressed to BGL. In case EMD is in the form of 'Bank Guarantee' or Letter of credit the same must indicate the Bid 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. The Bid Security should be in the Form provided in Bid Document.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 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/Contract.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 17 PRE-BID MEETING THROUGH ONLINE MODE/ VIDEO CONFERENCING**
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as 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 prebid 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.



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BGL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause- 7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause- 9", and not through the minutes of the Pre-Bid Meeting.

17.4 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 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 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(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has 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(s) signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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 Bond / Bid Security declaration
- (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
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact
- (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 & conditions of Tender Document.

20 **E-PAYMENT**

Payments may be made through electronic modes via NEFT/RTGS & Cheques etc..


[D] – SUBMISSION OF BIDS

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

- 21.1 Bid shall be submitted through E-Tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) / E-mail Bid shall be acceptable.
- 21.2 EMD /Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID**

- 22.1 The Bid must be uploaded on E-Tender portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 BGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In that case all rights and obligations of BGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on the BGL Website.

23 LATE BID

- 23.1 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/ physical documents has been received but the bid is not submitted by the bidder in the etendering 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. In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the GeM Portal, such EMD/–physical documents shall be returned immediately.
- 23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedures in bid document.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

[E] BID OPENING AND EVALUATION:

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

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

26.2.1 BGL will open the price bids of those bidders who meet the qualification requirement and


whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening.

The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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 bidders or any other person not officially concerned with such a process.


	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

28 CONTACTING THE PURCHASER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the bidder to influence Employer in Employer's 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 procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
 - (d) is substantially responsive to the requirements of the Bid Documents; and
 - (e) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- (iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

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

32 COMPENSATION FOR ESTENDED STAY : NOT APPLICABLE

33. PURCHASE PREFERENCE

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

[F] – AWARD OF CONTRACT

34 AWARD


Subject to “ITB: Clause-29.0”, BGL will place order 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 [FOA]

- 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 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. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract 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 Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 35.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 35.3 Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, BGL will promptly discharge his EMD, pursuant to “ITB: Clause-16”.


36.0 SIGNING OF AGREEMENT

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

- 37.1 Within 30 days of the receipt of the notification of award/ FOA from BGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be denominated in the currency of the Contract for the amount as applicable. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 37.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
Bank Guarantee towards CPS shall be from any Indian scheduled bank (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 guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in bid document.
- 37.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 37.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 37.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BGL.
- 37.5 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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

Account Holder's Name: M/S Bhagyanagar Gas Ltd

Account Number: 000805017218

IFSC Code: ICIC0000008

Other details: Khairatabad, Hyderabad

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

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

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

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Appendix-1 .

38.4 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 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" (Annexure-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 Bhagyanagar Gas Ltd such decision of Bhagyanagar Gas Ltd. shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)

39.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

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

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


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

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

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

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

- 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- 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.

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

- 39.4 If against an order placed by 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 from BGL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 39.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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.

39.5 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BGL is already registered on the following TreDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.

39.6 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

40 AHR ITEMS

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

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

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

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


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

41 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Annexure-II of 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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 transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs 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.

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


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

44 DISPUTE RESOLUTION MECHANISM (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Bhagyanagar Gas Limited (BGL) has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- 44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited (BGL) Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 45. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS – NOT APLICABLE**
- 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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


As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes. In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BGL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

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

48. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Appendix -1

PROCEDURE FOR ACTION IN CASE OF CORRUPT

/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

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

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

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false

information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

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


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

A.5 “Bidder/Service Provider” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Employer’s committee of Directors consisting of Managing Director and Director Commerical)

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with BGL for a period specified in para B 2.2 below from the date of issue of banning order.


B.2 Irregularities noticed after award of Contract

(i) During execution of contract:

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

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

contractor and this amount shall be subject to adjustment against any amounts due from the Service Provider under the terms of the Contract.

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

(ii) After execution of Contract and during Defect Liability Period (DLP)/ Warranty/Guarantee Period:

If an Agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the

Agency shall be banned for future business with BGL for a period specified in para B 2.2 below from the date of issue of banning order.


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

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

If an Agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the

Agency shall be banned for future business with BGL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

 <p>Bhagyanagar Gas Ltd.</p>	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

<p>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:</p> <p>Sl. No.</p>	Description	Period of banning from the date of issuance of Banning Order
<p>1</p>	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	<p>02 years</p>

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.

C.3.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the Agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant Agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder


D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and shall be communicated to the Agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the Agency on banning list.

D.2.2 During the period of suspension, no new business dealing shall be held with the Agency.

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

D.2.4 The decision regarding suspension of business dealings shall also be communicated to the Agency.

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.

D.3.2 If an Agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.

D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the

Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant Agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied Agency/(ies) are on banning list of BGL or the Ministry of

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the Provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.


Appendix 2

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

1.0 GENERAL

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

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within Scheduled completion period. For timely execution of projects and meeting the

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

operation maintenance requirement of operating plants, it is necessary to monitor the execution of

order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.


The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BGL so as to ensure timely completion of

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

3.0 **METHODOLOGY**

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

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process,

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The

measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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

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

4.0 **EXCLUSIONS:**

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


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

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

5.0 **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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is "POOR":


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

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

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

(B) Where Performance rating is "FAIR":

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE


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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is "POOR"

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

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

(B) Where Performance rating is "FAIR"

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/

consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

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

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

be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be

forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

7.3. Effect on other ongoing tendering:

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

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

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to

BGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.


10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

(d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all

 <p>Bhagyanagar Gas Ltd.</p>	<p>SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED</p>	<p>Vol I of II</p>
---	---	---------------------------

other cases committee of Directors shall consist of Director (Finance) & Director (Projects).


11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BGL shall forfeit EMD paid

by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Annexure-1

Bhagyanagar Gas Limited (BGL)
PERFORMANCE RATING DATA SHEET
(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

 Bhagyanagar Gas Ltd.	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks


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

1.2 QUALITY PERFORMANCE 40 Marks

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

No failure:

i) Rejection/Defects Marks to be allocated on 10 marks prorata basis for acceptable

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

quantity as compared to total quantity for normal cases

ii) When quality	Failure of severe nature	0 marks
Failure endanger system integration and safety of the system	- 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



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

1.3 RELIABILITY PERFORMANCE 20 Marks A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

ANNEXURE – III

BID DATA SHEET

Client	Bhagyanagar Gas Ltd.
Item	Tender for procurement of CNG Storage Cascades on ARC Bais
Availability of Documents on Website	e-tender">www.bglgas.com/tenders->e-tender www.cppportal.com https://petroleum.euniwizarde.com/
Pre-Bid meeting	20.5.2024
Pre-mid meeting link	Join Zoom Meeting https://us02web.zoom.us/j/83462971500?pwd=ZTJJQWJleHZKKNVhZc3FoeXZteGlsQT09 Meeting ID: 834 6297 1500 Passcode: 832178
Due date and time of submission of bid	5.6.2024 till 15 Hrs
Due date and time of opening of unpriced bid	5.6.2024 at 16 Hrs
Address of communication	M. Girish Kumar Lyons Engineering Pvt. Ltd. Shree Sharda Fortune Tower, 198/2/1 Ramesh Market, 1 st Floor, East of Kailash, New Delhi – 110065 E-Mail : girish.kumar@lyonsengineers.com
Contact person	M. Girish Kumar
Validity of offer	Minimum 3 months from the due date of submission of offer
Bid security/EMD amount details	
Bid Security Amount	3,45,585.00

Note:

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




**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II


SECTION-IV

AGREED TERMS AND CONDITIONS

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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	
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
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:.....%
4.2	Service Accounting Codes (SAC)/Harmonized System of Nomenclature	CONFIRMED
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	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	
6.	Confirm that Contract Performance Security will be furnished as per Bid	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	CONFIRMED
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax	CONFIRMED
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	CONFIRMED

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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]	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	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.	
24.	Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax.	
25.	If yes, bidder as a seller will raise proper tax invoice on sale of goods to BGL. showing TCS component.	
26.	Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration BGL. and issue of TCS certificate to BGL. timely.	CONFIRMED




**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

SECTION – V

FORMS AND FORMATS

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s BHAGYANAGAR GAS LTD.
PARISHRAMA BHAVAN
TSIDC BUILDING, BASHEER BAGH
HYDERABD

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON
ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED


1	Bidder 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 [As per cl.no. 4.0 of Section-III of Tender Document]	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	Operation address if different from above	City: District: State: PIN/ZIP:



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II


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 is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
15	Whether /Manufacturer/Dealer/Trader/Contractor	
16	Type of material suppliers	
17	Banker's Name	

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

18	Branch	
19	Branch Code	
20	Bank Account number	
21	Type of Entity	Corporate/Non Corporate/ (As per CGST/SCST/UTGST Act)(In case of Non-Corporate Entity, bidder will submit documentary Evidence for same)

Place:
Date:

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-2

BID FORM

To,

M/s BHAGYANAGAR GAS LTD.
PARISHRAMA BHAVAN
TSIDC BUILDING, BASHEER BAGH
HYDERABD

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Dear Sir,

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank /DD in a sum not less than 10 % of annualized order/total order value (excluding Taxes & Duties) for the due Performance of the Contract.

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

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


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

Dated Day of 2023.

Signature of Authorized Signatory

_Date: Place:

Name: Designation

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-3

Bid Security Form

Ref : Bank Guarantee
no: Date

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


Dear
Sir,

Whereas..... (hereinafter called "the Bidder") has submitted his bid dated for the supply of (hereinafter called "the Bid") against Bid Document No..... **KNOW ALL MEN** by these presents that

WE (BANK) of having our registered office at (herein after called "the Bank") are bound unto Bhagyanagar Gas Limited (hereinafter called "the OWNER") in the sum of (Refer for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said BANK this day of 20....

THE CONDITIONS of this obligation are:

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

 <p>Bhagyanagar Gas Ltd.</p>	<p>SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED</p>	<p>Vol I of II</p>
---	---	---------------------------

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

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

(Signature of the Witness)


Name of Witness

Address of Witness

(Signature of the BANK)

Date:

Sign & Seal of bidder

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

FORMAT F-3A

DECLARATION FOR BID SECURITY

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

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED


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

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

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

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

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-4

**PERFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Ref : Bank Guarantee
no: Date

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


M/s..... having registered
office at

..... (hereinafter called the "CONTRACTOR"
which expression shall wherever the context so require include its successors and
assignees) have been awarded the work of.....
for Bhagyanagar Gas Limited, Hyderabad.

The Contract conditions provide that the CONTRACTOR shall pay a sum of
Rs..... (Rupees only) as Initial/full
Contract Performance Guarantee in the form therein mentioned. The form of payment
of Contract Performance Guarantee includes guarantee executed by Nationalised Bank,
undertaking full responsibility to indemnify Bhagyanagar Gas Limited (hereinafter called
"OWNER" which expression shall wherever the context so require, include its successors
and assignees) in case of default.

The said has approached the BANK (hereinafter
called "BANK", which expression shall wherever the context so require include its
successors and assignees) and at their request and in consideration of the premises,
we, having our office at
..... have agreed to give such guarantee as
hereinafter mentioned.

1. We hereby undertake to give the irrevocable
and unconditional guarantee with you that if default shall be
made by M/s. in performing any of the
terms and conditions of the Contract or in payment of any money payable to
Bhagyanagar Gas Limited. We shall on first demand without demur, reservation,
contest, recourse or protest and/or without reference to the CONTRACTOR pay to
OWNER in such manner as OWNER may direct the said amount of Rupees

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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

2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.

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


..... only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto..... (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on..... The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... on whose behalf this guarantee is issued.

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


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

7. The amount under Bank Guarantee is payable forthwith without any delay by bank upon the written demand raised by M/s. BGL. Any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Hyderabad Courts.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated accorded to him by the bank.

Yours faithfully, (Signature of a person duly authorised to sign on behalf of the Bank)

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


Place: WITNESS:

1..... (Signature)
..... (Printed Name)

2..... (Designation)
..... (Common Seal)

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Hyderabad.
2. The bank guarantee by bidders will be given from bank as specified in tender.
3. A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer.
4. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
5. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.
14. Bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas Ltd. directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Bhayanagar Gas Limited.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
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**F-5
PROFORMA OF CONTRACT AGREEMENT**

LOA/WO No. BGL /

dated ---

Contract Agreement for the work of ----- of BHAGYANAGAR GAS LIMITED. 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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------


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.

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.

A N D

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on
on behalf of EMPLOYER.
BHAGYANAGAR GAS LIMITED

Signed and Delivered for and
on behalf of the CONTRACTORS.
(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____


IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

**F-6
EXCEPTION AND DEVIATION STATEMENT**

To,

M/s BHAGYANAGAR GAS LTD.
PARISHRAMA BHAVAN
TSIDC BUILDING, BASHEER BAGH
HYDERABD

SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

NAME OF WORK :

BID DOCUMENT NO. :

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

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

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


NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....

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

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

**F-7
DECLARATION**

To,

M/s BHAGYANAGAR GAS LTD.
PARISHRAMA BHAVAN
TSIDC BUILDING, BASHEER BAGH
HYDERABD


SUB: TENDER DOCUMENT FOR PROCUREMENT OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Dear Sir(s),

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

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

FORM F-8(i)

**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,


Signatur

e

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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-8 (ii)
**LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY**

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,


Signatur

e

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.

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

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:	
Year 2:	
Year 3:	


B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year :
	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/:
Signatory] Chartered Accountant
Date:

[Signature of Authorized
Name:

Designatio
n: Seal:
Membership No.:

	SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED	Vol I of II
---	--	--------------------

F-11

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

(To be provided on Bank's letter head)

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

Dear Sir,

Certified that M/s. _____ (Name of the bidder with detailed address) is an existing customer of our Bank whose SB/Current Account No. _____.

It is confirmed that against Tender No. _____ -dtd. _____ 2023 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 atleast an amount of Rs. /USD _____ (ie. minimum working capital requirement as per BEC Vol I of II)

It is also confirmed that the Networth of the Bank is more than INR 1 (one) Billion.

Yours truly,

Authorised Signatory
Name of the Signatory
Designation,
Registration No.
Stamp of the bank

Signature
Bidder Name
Designation
Seal

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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

Dr. Gopal Dhawan, email id: gdhawangeologist@gmail.com

Shri. Mukesh Vij, email id: mukeshvijr@gmail.com

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 BGL 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



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

**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 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

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 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.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

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.

FORM F-13
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		<input type="checkbox"/>
i	Covering Letter, Letter of Submission		
ii	Bid Security / Undertaking letter – 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		<input type="checkbox"/>
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		



Bhagyanagar Gas Limited

SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

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

SN	DESCRIPTION	CHECK LIST	YES/ NA	NO
1	TENDER FEE	Nil		
	DD	DD No. _____ dated _____ for Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
2	EMD	INR ...		
A	DD	DD No. _____ dated _____ drawn on _____ (bank) For Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
B	BG	BG VALIDITY BEYOND 1 ONE MONTH FROM BID VALIDITY PERIOD OF 150 DAYS.	NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly signed & stamped by bidder as MENTIONED IN CLAUSE NO.40 OF BQC	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 Financial Year(s), along with un- price bid.	Yes	NO

General Purchase Conditions (GPC) Goods

INDEX

<u>Article</u>	<u>Title</u>
1.	Definitions
2.	Seller 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 bank guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting Assignment
24.	Time as Essence of Contract
25.	Delays in the Seller's Performance
26.	Price Reduction Schedule for Delayed Completion
27.	Rejections, Removal of rejected equipment &
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of disputes/arbitration
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
41.	LIMITATION OF LIABILITY



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

General Conditions of Contract (Goods)

1. Definitions

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

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



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

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

2. Seller To Inform

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3. Application

- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. Country of Origin

- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER'S

responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6. Standards

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

7. Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/ CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

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

8. Contract Obligations

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

9. Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/ CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER/ CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER'S Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10. Use of Contract Documents & Information

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

11. Patent Rights, Liability & Compliance of Regulations

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



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

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

12. Performance Guarantee

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

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

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

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

13. Inspection, Testing & Expediting

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

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

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

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

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

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

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

- 14.1.3 The original issue and subsequent revisions of SELLER'S time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- 14.2 Progress Trend Chart/ Monthly Report**
- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.3.1 PURCHASER'S /CONSULTANT'S representatives shall have the right to inspect SELLER'S premises with a view to evaluating the actual progress of work on the basis of SELLER'S time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/ CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/ CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/ CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER'S hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER'S risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/ CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 15. Delivery & Documents**
- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - 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.
 - In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/ CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article - 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16. Transit Risk Insurance

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements : Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BGL. Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BGL. The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER'S interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

16.2 PURCHASER'S Insurance Agent:

[The name and address-as mentioned under SCCJ

17. Transportation

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

18. Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
 - 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
 - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
 - 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
 - 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However,



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

Purchaser will bear boarding, lodging & personal expenses of Trainees.

- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19. Spare Parts, Maintenance Tools, Lubricants

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose. 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given. 19.8.3 Seller shall indicate various equivalent lubricants available in India.



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

20. Guarantee

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

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

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

- 20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/ modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER'S account.

21. Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER'S request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER'S bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

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

22. Prices

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23. Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24. Time As Essence of Contract

24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. Delays in The Seller's Performance

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

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

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

26 Price Reduction Schedule For Delayed Delivery

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

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

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

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

27. Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER'S works by INSPECTOR shall not prejudice PURCHASER'S/CONSULTANT'S claim for rejection of the EQUIPMENT on final inspection at SITE or claims under



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

warranty provisions.

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

28. Termination of Contract

28.1 Termination for Default

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

28.2 Termination for Insolvency

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

28.3 Termination for Convenience



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

- 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER'S convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.
- 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER'S receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:
- to have any portion completed and delivered at the CONTRACT terms and prices, and/or
 - to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29. Force Majeure

29.1 Shall mean and be limited to the following:

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

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

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

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

30. Resolution of Disputes/ Arbitration

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.



Bhagyanagar Gas Ltd.
Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

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

30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (Bhagyanagar Gas Ltd) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

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

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

31. Governing Language

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

32. Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes & Duties

33.1 Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

finished products shall be reimbursed by PURCHASER.

- 33.2 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.3 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34. Books & Records

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

35. Permits & Certificates

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

36. General

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER'S failure to adhere to any of the instructions given by the PURCHASER/ CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums due All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER(he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.
- 36.4 Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.

37. Import License



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

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

38 Fall Clause

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

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

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

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

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

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

39. Publicity & Advertising

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

40. Repeat Order

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

41. Limitation of Liability

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



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

Special Conditions of Contract (SCC)

1. GENERAL DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section III "GCC – GOODS / WORKS", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III "GCC – GOODS / WORKS", the meaning ascribed to such term hereunder shall prevail:

1.1.1 Definitions

Effective date : shall mean the date on which Contractor's obligations will commence and that will be date of issuance of Fax of Acceptance

Commissioning : shall mean completion of erection, installation, hook-up & site acceptance of Field Trial Run test of **various types of CNG Storage CASCADE packages** to Owner / Consultant as defined in bid documents

1.2. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

1.3. Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.4. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.6. The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

1.7. In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance along with Statement of Agreed Variations, if any
- ii) Fax of Intent
- iii) Schedule of Rates as enclosures to Fax of Acceptance (If applicable)
- iv) Job Particular Specifications
- v) Drawings
- vi) Technical Material Specifications
- vii) Instruction to Bidders
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Applicable Standards as specified
- x) Indian Standards
- xi) Other applicable Standards

1.8. It will be the Contractors responsibility to bring to the notice of Engineer-in- Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9. In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work shall be as specified in Technical Volume & tender / addendum / corrigendum document.

3.0 CONSTRUCTION WATER AND POWER SUPPLY

3.1 No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

4.0 COMPLETION SCHEDULE (DOMESTIC & FOREIGN BIDDERS)

4.1 The time schedule envisaged for 4500 WLC and 3000 WLC CNG Storage Cascades shall be as under:



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

DELIVERY SCHEDULE

10 Weeks from the date of FOA for each group.

Group No.	Capacity of CNG Storage Cascade	Qty.	FOR DELIVERY
PART-A (Hyderabad & Kakinada)	Part-A: Sr. No. A.1 (For Hyderabad) - 4500 WLC CNG Storage Cascade Sr. No. A.2 (For Kakinada) - 4500 WLC CNG Storage Cascade	Sr. No. A.1 (For Hyderabad): Total = 07 (Seven) Nos. Sr. No. A.2 (For Kakinada): Total = 01 (One) No.	i) For both Part-A & Part-B: a) First lot of requirement will be given along with FOA. b) For remaining quantities shall be delivered after intimation by EIC within Delivery Schedule. :
PART-B (Hyderabad)	Part-B: Sr. No. B.1 (For Hyderabad) - 3000 WLC CNG Storage Cascade	Sr. No. B.1 (For Hyderabad): Total = 01 (One) No.	

The basis of delivery will be FOT site, Hyderabad & Kakinada basis.

However, BGL reserves the right to increase/decrease the quantity of each item for actual requirement and delivery location at the time of dispatch to site within the 2 cities during execution at the discretion of EIC.

5.0 COMPLIANCE WITH LAWS

5.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.

6.0 GOVERNMENT OF INDIA NOT LIABLE

6.1 It is expressly understood and agreed by and between the Contractor and the Owner / Consultant that the Owner Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be

liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

7.0 LIMITATION OF LIABILITY

7.1 The final payment by the Owner / Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner / Consultant.

7.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

8. ISSUE OF ESSENTIALITY CERTIFICATE

No essentiality certificate shall be issued by Bhagyanagar Gas Limited.

9. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

9.1 Contractor agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor (s) and expatriate employees.

10. FIRM PRICE

10.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects.

11. WORKS CONTRACT

11.1 The work covered under this contract shall be treated as "Works Contract".

12. PROVIDENT FUND ACT (FOR INDIAN BIDDERS AS WELL AS INDIAN ASSOCIATE OF FOREIGN BIDDER)

12.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

13. PAYMENT TERMS AND MODE OF PAYMENT

13.1 The terms and mode of payment shall be as per SECTION – III D hereto.

14. ADDITIONAL WORKS/EXTRA WORKS

OWNER reserves their right to execute any additional works / extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

15. SITE HANDOVER AND PERMITS: DELETED

16.0 STATUTORY APPROVALS

16.1 The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

17.0 TESTS AND INSPECTION

17.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in Price Schedule.

18.0 PRICE REDUCTION SCHEDULE (PRS)

Pursuant to cl. no. 26.1 of GCC - Work, the Price reduction schedule shall be modified to the following extent:-

18.1 Price Reduction Schedule shall be separately applicable for lots/ individual CNG Storage Cascade, as required to be delivered/ commissioned as per order/ intimation given by BGL @1/2 (half)% of the Contract Value of respective parts i.e., Part-A for Supply (on FOT site basis) & Part-B for Installation, Testing & Commissioning as indicated in FOA, per complete week of delay or part thereof:

Further, Price Reduction Schedule for delay in completion will be applicable separately for:

- i) Part A: Supply on FOT site basis
- ii) Part B: Installation, Testing & Commissioning

18.2 Price reduction schedule for supply shall be applicable @1/2 (half)% on the value of undelivered/ incomplete delivered CNG Storage Cascade package unit(s) as per complete week of delay or part thereof.

Note: CNG Storage Cascade package shall be considered delivered only after receipt of CNG Storage Cascade unit on FOT site, complete in all respect with all required parts & accessories. Supply value of complete CNG Storage Cascade unit shall be considered for PRS purpose.



Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

18.3 Similarly, Price Reduction Schedule for Installation, Testing & Commissioning shall be applicable @1/2 (half)% on Commissioning value of incomplete CNG Storage Cascade package unit(s) as per complete week of delay or part thereof.

18.4 The maximum value of PRS shall be limited to 5% (five percent) of total contract price as per Price Schedule excluding amount pertaining AMC (O&M charges), if any. For PRS purpose, the above mentioned contract price shall be excluding taxes and duties.

18.5 The deduction of PRS is not limited to the invoice value submitted for processing at any time.

19.0 BONUS FOR EARLY COMPLETION

19.1 Clause No. 27.3 of GCC-Works shall not be applicable for this tender.

20.0 ORIGIN OF GOODS

20.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping document.

21.0 LIEN

21.1 Contractor shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title / liens from any third party. In the event of such claims by any party, Contractor shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

22.0 GOVERNING LAW

22.1 Laws of India will govern the Contract and courts in respective location of Hyderabad / Vijayawada / Kakinada will have exclusive jurisdiction or all matters related to Contract.

23.0 DEFECT LIABILITY PERIOD

23.1 The defect liability period shall be as per clause 80.0 of GCC-Works. The sub clause no. 80.1 of GCC Works shall stand modified as under:

23.2 The BIDDER / SUPPLIER shall guarantee the installation / WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 24 months from the date of last supply (on FOT basis), whichever is earlier. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the BIDDER at his own expense as deemed necessary by the ENGINEER IN CHARGE or in default, the ENGINEER IN CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the BIDDER or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

24.0 INSPECTION OF SUPPLY ITEMS

24.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor / Manufacturer.

24.2 The contractor / sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner / Consultant free of cost for carrying out inspection.

24.3 Vendor shall advise Owner / Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner / Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner / Consultant.

25.0 **SITE CLEANING**

25.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

26.0 **COORDINATION WITH OTHER AGENCIES**

26.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractors responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

27.0 **EXTENDED STAY COMPENSATION**

28.1 The Extended Stay Compensation (ECS) is not applicable in the instant tender.

29.0 **INSURANCE**

29.1 **Insurance for free issue material**

All supplies at FOB Seaport for Foreign bidder and FOT site for Indian bidder shall be considered free issue material to contractor.

Bidder shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including custom duty, CVD, Special Duty, Cess etc. as applicable) upto 15 days beyond commercial operation by purchaser or 14 months from the date of supply on FOT site basis, whichever is earlier. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Bidder to note that the beneficiary of insurance cover shall be the Owner.

Indemnity Bond to be executed by the supplier while taking custody of all supplies from owner at the time of custom clearance and transporting to site for completion his scope of work.



Bhagyanagar Gas
Limited

SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

29.2 Insurance in India

- 29.2.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor, Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner / Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner / Consultant against all risks as detailed herein. The form and the limit of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner / Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract till completion of installation, testing & commissioning including PG tests shall be that of contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor.
- 29.2.2 Any loss or damage to the equipment during ocean transportation, port / custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by Owner / Consultant, shall be to the account of contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and / or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner / Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner / Consultant immediately upon the contractor having taken such insurance coverage. Contractor shall also inform the Owner / Consultant at least 60 (sixty) days in advance regarding the expiry cancellation and / or changes in any of such documents and ensure revalidation / renewal etc. as may be necessary well in time.
- 29.2.3 The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.
- 29.2.4 All costs on account of insurance liabilities covered under this contract will be to contractor's account and will be Contract Price. However Owner / Consultant may from time to time, during the currency of the contract, ask the contractor in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.
- 29.2.5 Contractor as far as possible shall cover insurance with Indian Insurance companies, including marine insurance during ocean transportation.
- 29.2.6 Owner will be co-insured in the policy.
- 29.2.7 Contractor will be required to submit documentary proof for the transit insurance before dispatch.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

30.0 TRAINING OF PURCHASER'S PERSONNEL

Contractors shall train Purchaser's personnel as per the scope define in the particular Job Specifications, technical specification, Price Schedule.

Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, loading, living and personnel expenses, etc. for on-site training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

31.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

31.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor.

After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.

31.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.

31.3 Quality Assurance system plans / procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and dispatch of materials.

31.4 The Owner / Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop / site as deemed necessary for quality assurance.

32.0 ERECTION AND INSTALLATION

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

33.0 FIELD INSPECTION

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

34.0 PROJECT SCHEDULING & MONITORING

The following schedules / documents / reports shall be prepared and submitted by the Bidder / Contractor for review / approval at various stages of the contract.

35.1 ALONGWITH BID

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Invitation for bid, Section-I of Tender in all respect, from the date of issue of Fax of Acceptance.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

35.2 AFTER THE AWARD OF CONTRACT

a) Overall Project Schedule

The Contractor shall submit within 1 week of Fax of Acceptance, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship / interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer-in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in-Charge during the entire period of contract.

b) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing / delivery, sub-contracting construction and commissioning works and the basis

of computation of overall services / physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) **Functional Schedules**

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

36.0 COMPLETION OF THE FACILITIES

36.1 Purchaser will take over the Work on its Completion.

37.0 STORAGE AND PRESERVATION

37.1 Contractor shall be fully responsible for safe custody, storage and preservation for all the supplies and materials / equipments required for carrying out the work until handing over of the complete facility to the Purchaser at no extra cost.

In case of delay in availability of site, supplies may be stored at BGL's store and during the tenure of supplies in BGL store, responsibility for safe custody, storage and preservation shall be BGL, however, all loading / un-loading shall be in bidder's scope. Thereafter, beyond the point of receiving supplies from BGL's store and till handing over of complete facility to the purchaser, responsibility of safe custody, storage and preservation shall be of bidder.

38.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

38.1 The Contractor will strictly adhere to HSE requirements as per Technical Specifications.

39.0 Instruction to Bidder

39.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply / shipment, port handling, clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, levies, fees etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, re-transportation of the package from the store to the actual site / station including transit insurance, other associated works including materials, tools / tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, performance test, Site Acceptance Test, Trial Run and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

However in case of foreign bidders, after supplying on FOB / CFR basis, bidder shall receive CNG Storage Cascade packages from Owner's designated store for site activities

& shall handle the material on complete responsibility basis till completion of work & acceptance by owner.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

39.2 In case of Foreign Bidder, Custom clearance, port handling & Inland forwarding of supplies from port of entry to designated stores shall be arranged by Bhagyanagar Gas.

39.3 The Supplier, wherever applicable shall after proper painting, pack and crate all goods for sea / air / road / rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall insure sizing for packing of all oversized consignments in such a way that availability of carrier and/or road / rail route is properly taken in to consideration. Supplier shall follow the packing, marketing and shipping instructions as per tender.

39.4 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including GST, import duty and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes / duties / levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

39.5 All Bidders are requested to indicate positively the division of work

- (a) To be directly undertaken by the Bidder
- (b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall responsibility.
- (c) A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.

41.0 LOCAL CONDITION

41.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.

41.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

41.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item / equipment / services / activities / taxes / duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.

41.4 The Purchaser / Consultant will not provide any power and water connection and The Contractor shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

42.0 Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

43.0 **CUSTOM CLEARANCE ETC. For FOREIGN BIDDERS – NOT APPLICABLE**

44.0 **INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items / equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format attached. The Indemnity Bond shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06 (six) months from date of the receipt of last consignment at site. In case of Indian bidder & from the date of receipt of 1st consignment at Indian Port & to remain valid upto six months from the date of receipt of last consignment at port.

Indemnity Bond to be executed by the supplier latest by prior to taking custody of all supplies at the time of custom clearance and transporting to site in case of foreign bidder however, in case of Indian bidder latest by the time of dispatch of supply as per format attached to General Conditions of Contract.

45.0 **RULES, REGULATIONS AND PROCEDURES**

45.1 CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

45.2 Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

46.0 **ORDER OF WORKS / PERMISSIONS / RIGHT OF ENTRY/ CARE OF EXISTING SERVICES**



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

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

47.0 DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

48.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

49.0 MAKE OF MATERIAL / BOUGHT OUT ITEMS

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make / supplier's name.



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

50.0 **DOCUMENTATION**

50.1 **"AS BUILT" DRAWINGS**

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following:-

- a) Deleted.
- b) Deleted. c) Deleted.
- d) Two complete sets of all original drawings including design calculations in hard and soft copy.
- e) Deleted.
- f) Deleted.
- g) Two complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments, instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
- h) Two copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

50.2 **Completion Document**

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

51.0 **DOCUMENTS TO BE SUBMITTED / PRODUCED ALONGWITH R.A. BILLS**

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour License No. Printed thereon.
- ii) ESI / EPF clearance certificates for the last month along with R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) Registration Certificate with Sales tax authorities of state concerned.

52.0 **DEDUCTION AT SOURCE**

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of



SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED

Volume
I of II

the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices. Owner will release the payment to the Contractor after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

53.0 DELIVERY BASIS

Delivery basis is to be on FOT site basis for Indian Bidders and FOB Seaport basis for Foreign Bidders.

54.0 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Fax of intent shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

55.0 The OWNER may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

56.0 POST ORDER CORRESPONDENCE:

Refer FOA

57. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR

Normally, the payment is to be made to vendor / contractor only as per provision of contract. During execution, in case of financial constraints, BGL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors / contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor / contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

58. Sub-letting of works

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor / Contractor shall submit undertaking to this effect along with each invoice / bill.

59. In case of start of installation, testing & commissioning of CNG CNG Storage Cascade package gets delayed on account of owner by more than one year from the date of delivery on site / BGL store, bidder's quoted rates (excluding service tax) towards installation, testing & commissioning of CNG CNG Storage Cascade package(s) and operation



Bhagyanagar Gas Ltd.
Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

& maintenance (O&M) shall be increased by 5% per annum on annual basis subject to maximum of 10%.

60. Also, in case of delay in installation, testing & commissioning of CNG CNG Storage Cascade package beyond above limit of 10%, a joint inspection/assessment shall be done by BGL, LEPL & supplier to arrive at additional cost to be incurred for restoration of the package after mutual discussions.



Bhagyanagar Gas Ltd.
Bhagyanagar Gas
Limited

**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS FOR A
PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR GAS LIMITED**

Volume
I of II

SECTION – III D

PAYMENT TERMS AND MODE OF PAYMENT



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

1. TERMS OF PAYMENT

The following shall be read in conjunction with the relevant clauses of GCC (Goods/Works)

1.1 FOR SUPPLIES

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance guarantee and other documents complete in all respects meeting the requirement of contract document.

- A) 100% of supply value including the requisite tests as applicable will be paid within 30 days against receipt of material / equipment at BGL designated site & submission of the following documents:-
- i) Invoice in triplicate (Invoice to indicate all taxes and duties separately.)
 - ii) Inspection Release note / Dispatch clearance issued by inspection agency appointed by Owner.
 - iii) GR/ LR
 - iv) Packing List
 - v) A certificate from manufacturer that all items / equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - vi) Final technical file as per Technical Specifications / Material Requisition including all test certificates, if applicable
 - vii) A copy of legal Indemnity bond
 - viii) Copy of Performance Bank Guarantee(s).
 - ix) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.

1.2 General Notes

- i) Invoice shall be raised on the basis of not less than one fortnight interval.
- ii) Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
- iii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to vendor's accounts.



**SUPPLY OF CNG STORAGE CASCADES ON ARC BASIS
FOR A PERIOD OF TWO YEARS IN GAS OF BHAGYANAGAR
GAS LIMITED**

Vol I of II

- i) The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalise the customs assessment by furnishing the necessary technical information etc. to the said authorities.
- vi) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vii) No interest charges for delay in payments, if any, shall be payable by Owner.
- viii) In case of Indian bidder (Contractor), statutory 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 Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary documentary evidence in support of statutory variation shall be submitted along with claim / invoice.

1.3 **For Price Reduction Schedule (PRS) refer clause no. 18 of SCC.**

2.0 MODE OF PAYMENT

Payment will be released through E-payment as detailed in ITB clause 20.

3.0 DEDUCTION AT SOURCE

3.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

3.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

4.0 Paying Authority:

In-charge (Finance)
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC
Building, Parishram
Bhavan,
Basheer Bagh, Hyderabad – 500004