



## **Bengal Gas Company Limited**

{A joint venture of GAIL (India) Limited and Greater Calcutta Gas Supply Corporation Limited (GCGSCL)}  
KOLKATA, WEST BENGAL (INDIA)

### **TENDER DOCUMENT FOR**

## **MDPE LAYING AND LMC WORKS IN KOLKATA GA ON ARC BASIS FOR 2 YEARS**

### **OPEN DOMESTIC COMPETITIVE BIDDING**

**Tender No.: 052-LEPL-BGCL-01**

**Tender ID- 2024\_BGCL-211050\_1**

**VOLUME – I OF II**



**PREPARED AND ISSUED BY  
LYONS ENGINEERING PRIVATE LIMITED**



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

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**SECTION-I**  
**INVITATION FOR BID**  
**(IFB)**



**SECTION-I**

**"INVITATION FOR BID (IFB)"**

Ref No.: 052-LEPL-BGCL-01

Date: 11.10.2024

To,

**PROSPECTIVE BIDDERS**

**SUB: TENDER DOCUMENT FOR MDPE LAYING AND LMC WORKS IN KOLKATA GA ON ARC BASIS FOR 2 YEARS**

Dear Sir/Madam,

1.0 **LYONS ENGINEERING PRIVATE LIMITED (CIN U74140JH1973GOI001199)**, EPMC for the project, for & on behalf of Bengal Gas Company Limited, Kolkata [having Registered Office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161] CIN: U40300WB2019GOI229618, invites bids from bidders for the subject supply/service/ works job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	MDPE LAYING AND LMC WORKS IN KOLKATA GA ON ARC BASIS FOR 2 YEARS	
(B)	TENDER NO. & DATE	052-LEPL-BGCL-01 Dated 11.10.2024 (Tender ID- 2024 BGCL 211050 1)	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>



<b>(D)</b> TYPE OF TENDER	E-TENDER	<input checked="" type="checkbox"/>
	MANUAL	<input type="checkbox"/>

**(E) COMPLETION/CONTRACT PERIOD:**

The work is to be carried out on Annual rate Contract Basis of Two (02) years from the date of issuance of Fax of Acceptance.

750 nos. of connection: 06 (Six) Week from the date of issue of release order or intimation.

For PE laying

PE Pipeline Length	Time Schedule
Minimum 5 Kms and upto 20 Kms	From date of intimation – Three (3) months for Laying & Testing And One (1) month for commissioning.

Note: The above time schedule is inclusive of mobilization period.

1. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
2. It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.



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		<table border="1"><tr><td>APPLICABLE</td><td>√</td></tr><tr><td>NOT APPLICABLE</td><td>X</td></tr></table>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√					
NOT APPLICABLE	X					
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p><b>Amount:</b> 12.38 Lakh</p> <p>In case of short fall in submitted bid security, complete offer shall be liable for rejection. (Refer clause no.16 of ITB)</p>				
(F1)	DECLARATION FOR BID SECURITY	<p>MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A</p>				
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p><b>From 11.10.2024 to 05.11.2024 (1400 Hrs, IST) on following websites:</b></p> <ul style="list-style-type: none"><li>(i) BGCL's Tender Website – <a href="http://www.bgcl.in">www.bgcl.in</a></li><li>(ii) Govt. e-Procurement System of National Informatics Center (NIC) <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> (<b>e-Portal</b>)</li><li>(iii) LYONS's website (www.lyonsengineers.com)</li></ul> <p><b>Note:</b> Bids are to be submitted on <b>e-tender Portal</b> {website at sl. no. (ii) above}.</p>				
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Date : 18.10.2024 Time : 14:00 Hrs. Venue : Online</p>				



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		VC Link for the meeting is given below: Microsoft Team joining info Video call link: <b>Meeting ID: 484 468 765 918</b> <b>Passcode: CtiHU8</b>
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 05.11.2024 Time : 1400 Hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 06.11.2024 Time : 1500 Hrs. Microsoft Teams joining info Video call link: <b>Meeting ID: 483 817 957 644</b> <b>Passcode: 42t5Jk</b>
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : M Girish Kumar Designation: Head (C&P) Direct No.: 9654993340 e-mail : meleppurath.girishkumar@gmail.com
(L)	DEALING BGCL'S OFFICE ADDRESS	M/s BENGAL GAS COMPANY LIMITED 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

In case of the days specified above happens to be a holiday in BGCL, 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 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in/eprocure/app>. Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
- EMD/Bid Security/Declaration for Bid Security (as applicable)
  - Power of Attorney
  - Integrity Pact (if applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.



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- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.
- 10.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from date of receipt of tender information.
- 11.0 Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of BENGAL GAS COMPANY LIMITED (BGCL)

(Authorized Signatory)

M. Girish Kumar - Head (C&P)

Lyons Engineering Pvt. Ltd.

1st Floor, Shree Sharda Fortune Tower,

East of Kailash,

New Delhi - 110065

Contact Number : 9654993340

Email ID: girish.kumar@lyonsengineers.com





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

**Tender Document No.:** 052-LEPL-BGCL-01 Dated 11.10.2024  
(Tender ID- 2024\_BGCL\_233272\_1)

**Description:** MDPE LAYING AND LMC WORKS IN  
KOLKATA GA ON ARC BASIS FOR 2  
YEARS

**Due Date& Time:** 05.11.2024 (upto 1400 Hrs.)

**From:** **To:**

M/s..... ..... ..... .....	M. Girish Kumar - Head (C&P)  M/s Lyons Engineering Pvt. Ltd. 1st Floor, Shree Sharda Fortune Tower, East of Kailash, New Delhi - 110065  Contact Number : 9654993340 Email ID: girish.kumar@lyonsengineers.com
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***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering))***

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## **SECTION-II**

# **BID EVALUATION** **CRITERIA &** **EVALUATION** **METHODOLOGY**



## **SECTION-I**

### **BID EVALUATION CRITERIA & EVALUATION METHODOLOGY**

#### **A. Technical Criteria:**

A.1 The bidder should have executed at least one order of LMC work including installation, testing and commissioning of MDPE Pipeline, GI Network, Domestic household connection, for any City Gas Distribution project of value as per Table-1 given below in any of last 07 years reckoned from the bid due date.

OR

A2. Bidder must have successfully completed at-least one contract for laying, commissioning of underground pipelines for carrying Hydro-carbon products/ Water – Drainage/Sewage/laying of cable /telecom ducts or any other underground utility laying job through various methods (Open excavation method/Moling/HDD/Boring, etc.) during last 07 years having executed value as per Table-1 given below reckoned from bid due date.

**TABLE-1**

<b>Sl.No.</b>	<b>Description</b>	<b>Minimum Executed Value of Each PO/Works (inclusive of GST)</b>
<b>1</b>	Experience of 3 similar works	Rs. 2,47,52,168
<b>2</b>	Experience of 2 similar works	Rs. 3,09,40,210
<b>3</b>	Experience of 1 similar works	Rs. 4,95,04,335

#### **Note:**

- (i) In case the bidder has an experience as a consortium member and such member has executed earlier a job within its scope as a member of the consortium, which is required as experience as per the qualification criteria in clause no. A.1 will be considered. Appropriate documentary evidence to establish is to be submitted



towards such experience.

- ii. In case the bidder is executing a contract of above nature which is still running, and the contract executed value / quantity till one day prior to the due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

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

- iii. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- iv. Experience of bidder acquired as a sub-contractor can also be accepted subject to submission of a specific sub-contractor approval and Completion/ Execution (#) certificate, from End user along with other documents specified in the Bid evaluation criteria.

A.3 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work forms a part, or (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.

## **B Financial Criteria**

### **B.1 Average Annual Turnover:**

The minimum Average Annual Financial Turnover of the bidder during preceding 3 financial years as per the audited annual financial statements, should be 3.09 Crore.

**Note to B.1:** Average 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 due date for submission of bid 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. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to



compulsorily submit the audited financial results for the immediate 3 preceding financial years. Further, bidder has to submit F-10 accordingly.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

**B.2 Net Worth:**

Net worth of the bidder should be positive as per the immediate preceding audited financial statement of financial year. For the purpose of net worth for this tender, the same shall be as defined in “Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder” enclosed in the tender document.

**Note to B.2:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. Further, bidder has to submit F-10 accordingly.

**B.3 Working Capital**

The minimum working capital of the bidder as per the audited annual financial statement of immediate preceding financial year, should be 61.88 Lakhs.

**Note to B.3:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. Further, bidder has to submit F-10 accordingly.

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-9.



**C 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 Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):**

(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.

(c) 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>

**D 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.**

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BGCL/MECON for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries



**(CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation**

**Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.**

**E RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME**

Not Applicable for this tender

**F DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC**  
**Documents required to be submitted by bidder along with the bid for qualification of BEC:**

BEC Clause no.	Description	Documents required for qualification
<b>A. Documents Required-Technical Criteria</b>		
<b>A.1 &amp; A.2</b>	<b>Experience criteria</b>	<p>(a) Copy of Detailed work order along with Schedule of Rates.</p> <p>(b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of entire work of pipeline system along with all associated works in all respect.</p> <p>Execution Certificate issued by the end user / owner / authorized consultant submitted by a bidder against work contract can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use.</p> <p>Note: The completion certificate/execution certificate shall have details like work order no. / date, brief scope of work, completion/execution date, quantity (executed/completed), contract value, executed value, name and designation of authorized signatory etc</p>



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Note to BEC- Technical	Experience criteria in case of single bidder, having experience of a consortium member	(a) Same documents as mentioned in above clause. (b) Consortium Agreement / MOU clearly defining the scope and responsibility.  Note: The completion certificate/execution certificate shall have details like work order no. / date, brief scope of work, completion date, quantity (executed/completed), name and designation of authorized signatory etc.
	In case of rate contract	(a) Copy of detailed work order along with Schedule of Rates.  (b) Copy of execution certificate issued by end user /Owner (or their consultant who has been duly authorized by owner to issue such certificate).  Note: execution certificate shall have details like work order no./ date, brief scope of work, completion date, quantity (executed/completed), name and designation of authorized signatory etc.





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	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.
<b>B.</b>	<b>Documents Required-Financial Criteria</b>	
	BEC FINANCIAL	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
<b>B.1</b>	Average Annual Turnover	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s).
<b>B.2</b>	Net worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.
<b>B.3</b>	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit &amp; Loss Account Statement] along with Audit Report for the immediate preceding Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital.</p> <p>Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder.</p> <p>The bank shall be required to issue the letter for</p>



		declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).
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**Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).**

**G AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:**

<b>Technical Criteria of Bid Evaluation Criteria (BEC)</b>	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
<b>Financial Criteria of Bid Evaluation Criteria</b>	<p>Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-10' duly signed and stamped by a chartered accountant.</p> <p>Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.</p> <p>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.</p> <p>However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provision tender document.</p>



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Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

**In absence of requisite documents, BGCL/ LEPL reserve the right to reject the bid without making any reference to the bidder.**



**H 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 the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement 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 commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section II*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section II*) by the supporting company to BGCL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section II*.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to Section II*), 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 cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

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

- (iv) Undertaking from the supporting company to the effect that in addition to invoking



the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by BGCL due to non-performance of the bidding company.

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
- 4.0 The clause J as below shall be applicable to above supporting company also.

**I 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.**

**J PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. 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>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical



person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

**4. "Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or jointventure falls under any of the above

**5. "Beneficial owner"** for the purpose of above (4) will be as under:

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

**7. "Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

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

**9. 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-IB to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further



action as per “Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document.

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

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

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

[Note: Procurement of raw material, components, etc. does not constitute sub- contracting]

**K. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS**

- i. Offer from the following type of bidders / members of consortium will not be considered:
  - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
  - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- ii. It will be responsibility of the bidder/contractor/vendor to inform BGCL /PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by BGCL/PMC.
- iv. BGCL /PMC reserve the right to cancel / terminate the contract without any liability on the part of BGCL/PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as Annexure-II to Section-II.





**L. EVALUATION METHODOLOGY:**

- A. Bid shall be evaluated on Overall L-1 basis.
- B. BGCL intends to select Twenty two (22) contractors.
- C. The “Schedule of Rates” including quoted GST for the complete scope of work under each part shall be taken up for evaluation purposes.
- D. The estimated quantities, item-wise rates (inclusive of all taxes & duties excluding GST) and total estimated price is indicated in the SOR. Bidders are required to mention “INCREASE” OR “DECREASE” & quote %age in figure as well as in words in the requisite cells by which total estimated price in the SOR shall be increased or decreased to arrive at bidder’s quoted price. The same quoted %age (increase/ decrease) shall be considered to arrive at bidder’s rates of all individual items of SOR.
- E. In case of tie, i.e. more than one bidder quotes the same price arrived at based on evaluation, the rank will be decided based on the turnover of the preceding audited financial year. As an example, in case two bidders become L-2, bidder having higher turnover in the preceding audited financial year will be considered as L-2 and other bidder will be L-3.

**Note:**

- a) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
  - b) In case any cess on GST is applicable, the same shall also be considered in evaluation.
- E. Purchase preference as per PPP-2012 is not applicable for the instant tender & Purchase preference as per PPP-MII Policy shall be applicable considering Tendered work for each Part as split-able as per distribution of work given below:

**Distribution of work:**

Complete work shall be awarded to Twenty two (22) Techno-commercially accepted bidders as per table below, as the case maybe:

<b>Rank</b>	<b>% of total scope</b>
L1	5.5
L2 to L22 (*)	4.5

\*Upon matching with price quoted by L1 bidder.



- i. All the Techno-commercially acceptable bidders other than L-1 (irrespective of their ranks), for each Part shall be asked to confirm matching their price with L1 bidder in a single step to save on time and order shall be placed (in addition to L1 bidder) on one (01) bidder, who has agreed to match the L1 price, in order of their ranking, while giving preference to bidder eligible for purchase preference as per conditions of PPP-MII Policy.
- ii. Matching with L1 Price is to be done by way of uniform percentage reduction on respective bidder's quoted Price. Upon matching, all the rates of individual items quoted by respective bidder shall be reduced by the uniform percentage reduction, to match their price with L1 price. While distributing the work as per above, quantities shall be rounded off suitably (wherever required) and the decision of BGCL/ LEPL shall be final in this regard.
- iii. In case total scope could not be awarded by following the above methodology, the balance left over work shall be re-tendered, if required.

**Applicability of purchase preference as per PPP-MII policy:**

If all 'Class-I Local suppliers' (taken in totality), considered for award of contract as per above, accounts for less than 50% of the tendered quantity, purchase preference shall be applicable as per below:

The distribution as given above shall be changed to the extent of providing preference as per the conditions given in PPP-MII policy. The quantities to be provided to the preferential bidder (class I local supplier) will be taken out from the allocation of class II local supplier(s) bidders in reverse order of their ranking [i.e. first qty. from L4 shall be taken out then from L3 (if required..... and so on)].



**Form-I-A to Section II**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,  
Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir,

We, M/s \_\_\_\_\_ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country [     ]
- (ii) If the Bidder is from such a country [     ]  
which shares a land border with India, has been registered  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

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



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

**Form-I-B to Section II**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD(I) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,  
Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir,

We, M/s\_\_\_\_(*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Does not have ToT with such a country [       ]
- (ii) 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 we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

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



## Schedule I

### List of Category-I Sensitive sectors:

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

## Schedule II

### List of Category-II Sensitive sectors:

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



**Schedule III**

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software



**Form-II to Section II**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance,  
Government of India (<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s. \_\_\_\_\_ (Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India and on sub contracting to contractors from such countries as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country [     ]
- (ii) If the Bidder is from such a country [     ]  
which share a land border with India, has been registered  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority to be attached by the bidder)

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

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

**Annexure-II to Section-II**

**DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY**  
**CODE 2016**  
**(to be submitted on letter head of bidder)**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

Dear Sir,

I/ We hereby declare that I/We, M/s \_\_\_\_\_, declare that:

- (i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

**OR**

- (ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

*(Attach details in separate sheet)*

- (i) Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to BGCL.





बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

(ii)

**Note: Strike out either (i) or (ii) as applicable.**

It is understood that if this declaration is found to be false, M/s. Bengal Gas Company Limited shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to M/s. Bengal Gas Company Limited.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



## Appendix-A1 to Section II

### FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL 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. Bengal Gas Company Limited (hereinafter referred to as BGCL) 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 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 BGCL for the full scope of work as envisaged in the tender document as a main bidder and liaise BGCL 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 the BGCL.
- 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 validity of bidder's offer to BGCL including extension if any and till satisfactory performance of the contract, the same is awarded by BGCL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BGCL.



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCSCL)

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

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to BGCL for the performance of works during 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)



## Appendix-A2 to Section II

### **GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR** (to be executed on plain paper)

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

FOR

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

TOWARDS

M/s Bengal Gas Company Limited, a company duly registered under the law of India having its Registered Office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161, India, and having Purchase center at..... hereinafter called “BGCL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BGCL 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 BGCL 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 BGCL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BGCL and duly perform the obligations of the Bidder to the satisfaction of the BGCL.
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 BGCL 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 BGCL 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 BGCL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BGCL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BGCL.
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 BGCL 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 Kolkata, 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 BGCL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of BGCL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, BGCL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BGCL about performance of the bidder / Supplier 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 BGCL, 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/Supplier. The Guarantor hereby expressly agrees that if in the opinion of BGCL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, BGCL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BGCL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

### **INSTRUCTIONS FOR FURNISHING GUARANTEE**

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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**Appendix-A2A to Section II**

**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 alongwith the Guarantee.





Appendix-A3 to Section II

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**  
**CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

To, M/s BENGAL GAS COMPANY LIMITED 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "SUPPLIER" 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) for Bengal Gas Company Limited having registered office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161 (herein after called the "BGCL" 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 SUPPLIER 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 SUPPLIER for successful completion of the contract as mentioned above, entered between BGCL and the SUPPLIER and BGCL having agreed that the 'SUPPORTING COMPANY' shall furnish to BGCL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete financial and other support to the SUPPLIER for successful completion of the contract 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 BGCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BGCL 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 BGCL 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 BGCL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BGCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BGCL against the said SUPPLIER/ 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 SUPPLIER or for any forbearance, act or omission on the part of BGCL or any indulgence by BGCL to the said SUPPLIER(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 and all dues of BGCL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till BGCL 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 BGCL 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 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.
11. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly  
Authorized to sign on behalf of the  
Bank  
E-mail :  
Telephone/Mobile No. :

**INSTRUCTIONS FOR FURNISHING**

**"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 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 Kolkata.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee 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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this



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effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	BG ISSUED BANK DETAILS	:					
	(A)	EMAIL ID	:				
	(B)	ADDRESS	:				
	(C)	PHONE NO/ MOBILE NO.	:				



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**SECTION-III**  
**INSTRUCTION TO**  
**BIDDERS**

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



**SECTION-III**

**INSTRUCTION TO BIDDERS**

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**INSTRUCTIONS TO BIDDERS [ITB]**  
**(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))**

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation For Bid (the “**Tender Document /Bid Document**”) issued by Employer. Employer/Owner/BGCL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & ‘Offer’ and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by BGCL/ GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGCL or the Ministry of Petroleum and Natural Gas.  
If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.  
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGCL/ MECON by the bidder.  
It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGCL/ MECON by the bidder.  
It shall be the sole responsibility of the bidder to inform BGCL / MECON there status on above on due date of submission of bid and during the course of finalization of the tender.



- Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:
- that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
  - that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 Power of Attorney:
- Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).
- In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
    - In case of Proprietorship:** by Proprietor
    - In case of Partnership:** by all Partners or Managing Partner
    - In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
    - 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.
  - In case of a 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.
- The Power of Attorney should be valid till award of contract / order to successful bidder.
- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BGCL/ MECON promptly. Failure to same shall be considered as misrepresentation by the bidder.
- 3 BIDS FROM "CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS))**
- 3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in



- the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).
- 3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.
- 3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by BGCL/ GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

#### **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:
- they have controlling partner (s) in common; or
  - they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - they have the same legal representative/authorized signatory/agent for purposes of this bid; or
  - 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.

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

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

## **5 COST OF BIDDING**

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

## **6 SITE VISIT**

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



- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BGCL/ MECON for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

## **[B] – BIDDING DOCUMENTS**

### **7 CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":
- Section-I : Invitation for Bid [IFB]\*
  - Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
  - Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format\*\*
  - Section-IV : General Conditions of Contract [GCC]\*\*\*
  - Section-V : Special Conditions of Contract [SCC]
  - Section-VI : Particular Job Specifications & Scope of Work
  
  - Section-VII : Schedule of Rates

For Technical Specifications, Drawings, etc- Refer other Volumes of tender (**Volume II, Volume III**).

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

\*\* The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

\*\*\* General Conditions of Contract – Works is available under Section-IV. \*\*\*

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding



Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

## **8 CLARIFICATION OF TENDER DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify MECON in writing by email at MECON's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BGCL/ MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BGCL/ MECON may respond in writing to the request for clarification. BGCL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / communicated to prospective bidders by e-mail. Same shall also be available on other websites mentioned at sl. no. 2.0 (G) in IFB.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

## **9 AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/corrigendum issued thereof.

## **ICI – PREPARATION OF BIDS**

### **10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BGCL/ MECON 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 IN CASE OF MANUAL TENDERING**





In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'. (including format F-1A-Annexure to Bidder's General Information, with details duly filled in).
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
- (k) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III*.
- (l) Undertaking as per *Form-I-A to Section-II, Form-I-B & Form-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (m) All forms and Formats including Annexures
- (n) 'Integrity Pact' as per 'Form F-14'
- (o) 'Indemnity Bond' as per 'Form F-15'
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

11.1.2 **ENVELOPE-II: Price Bid**



- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGCL/ MECON shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

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

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-III to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e- tender portal (<https://etenders.gov.in/eprocure/app>) as follows:-

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.





Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

#### 11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial/ Price bid in the e-tender portal.

- 11.3 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.

### 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.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

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



- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 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 Contractor only. Contractor providing taxable service shall issue an e-Invoice/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 Contractor with requisite details.  
Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BGCL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BGCL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BGCL to the government exchequer, then, that Contractor shall be put under Holiday list of BGCL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BGCL.
- 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 Contractor 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 BGCL 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 Contractor'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 BGCL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BGCL's account.  
Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.  
The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 13.5 Where BGCL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-



- 13.5.1 Owner/BGCL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/BGCL 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 quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where BGCL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)

13.6.1 Owner/BGCL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/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 quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 BGCL 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 BGCL 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. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 In case BGCL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.  
Where BGCL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGCL 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 BGCL or ITC with respect to such payments is not available to BGCL for any reason which is not attributable to BGCL, then BGCL shall be entitled to deduct/ setoff/ recover such amounts against any amounts paid or payable by BGCL to Contractor / Supplier.

13.9 Contractor shall ensure timely submission of correct invoice(s) /e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BGCL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.**



If input tax credit is not available to BGCL for any reason not attributable to BGCL, then BGCL 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, against any amounts paid or becomes payable by BGCL in future to the Contractor under this contract or under any other contract.

**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 Contractor may note the above and quote their prices accordingly.

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

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.

13.13 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids. In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

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

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

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

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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BGCL 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 BGCL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BGCL 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 F-17 along with documents for release of payment.

- 13.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BGCL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BGCL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BGCL.

#### **14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

#### **15 BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGCL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

#### **16 EARNEST MONEY DEPOSIT**





- 16.1 Bid must be accompanied with earnest money deposit (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **‘Demand Draft’ / ‘Banker’s Cheque/ Online banking transaction / Insurance Surety Bond’ / ‘Fixed Deposit Receipt’** [in favour of **Bengal Gas Company Limited** payable at place mentioned in **BDS**] or **‘Bank Guarantee’** as per the format given in form F-2 of the **Tender Document only**. 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.  
*Refer clause no 16.12 of ITB for detailed provisions in respect of EMD submission in the form of Fixed Deposit Receipt.*  
Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 16.2 BGCL 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 or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.3 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.2” may be rejected by BGCL as non-responsive.
- 16.4 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.5 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- If a Bidder withdraws his Bid during the ‘Bid Validity Period’
  - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - In the case of a successful Bidder, if the Bidder fails to:
    - acknowledge receipt of the “Notification of Award” / Fax of Acceptance [FOA]”,
    - furnish “Contract Performance Security / Security Deposit”, in accordance



- with “ITB: Clause-38”  
(iii) accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.

- 16.7 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

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

- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee (including e- bank guarantee)) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.  
In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL 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.
- 16.12 ***In case of submission of EMD in the form of FDR, the points mentioned below shall be applicable:***  
(i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of “Bengal Gas Company Limited”.

The FDR shall be in the name of the Bengal Gas Company Limited (BGCL), A/c ..... (Name of Bidder)and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of BGCL. However, BGCL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.



The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to BGCL as per the format of “**Third Party Deposit Confirmation Letter**” placed as Form **F-2B**.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

**Bank** means - 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 “Fixed Deposit” 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 “Fixed Deposit” itself or separately on its letterhead. BGCL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR should have a validity of at least ‘two [02] months’ beyond the date on which the bid expires.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Kolkata.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of BGCL.

#### 16A **DECLARATION FOR BID SECURITY**

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

#### 17 **PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 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.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.





## 18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

## 19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGCL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGCL/ MECON 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. BGCL's/ MECON's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BGCL/ MECON reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- Firm Price
  - Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
  - Specifications & Scope of Work
  - Schedule of Rates / Price Schedule / Price Basis
  - Duration / Period of Contract/ Completion schedule
  - Period of Validity of Bid
  - Price Reduction Schedule
  - Contract Performance Security
  - Guarantee / Defect Liability Period
  - Arbitration / Resolution of Dispute/Jurisdiction of Court



- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## **20 E-PAYMENT**

Bengal Gas Company Limited (BGCL) has initiated payments to Contractors electronically, and to facilitate the payments electronically through 'e-banking'.

### **[D] – SUBMISSION OF BIDS**

## **21 SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT / REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

## **22 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time, as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BGCL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In which case all rights and obligations of BGCL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on e-tender portal / communicated to the bidders. Same shall also be available on other websites mentioned at sl. no. 2.0 (G) in IFB.

## **23 LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC, system shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.



In case of manual tendering, bids received by BGCL/ MECON after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

2.3.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## **24 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

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

### **24.1.2 IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BGCL/ MECON prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number :....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of BGCL/ MECON within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

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

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

## **[E] – BID OPENING AND EVALUATION**



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

- 25.1 BGCL 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 BGCL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BGCL/ MECON shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by BGCL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- Only a bidder who has participated in tender can make such representation
  - In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of BGCL /MECON shall not be subject to review:
- Determination of the need for procurement;
  - Selection of the mode of procurement or bidding system;
  - Choice of selection procedure;
  - Provisions limiting participation of bidders in the procurement process;
  - The decision to enter into negotiations with the L1 bidder;
  - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
  - Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

## **26 BID OPENING**

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

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

### **26.2 *Priced Bid Opening:***

- 26.2.1 BGCL/ MECON will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status are to be informed to all bidders (including



informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present even on a short notice.

- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

## 27 **CONFIDENTIALITY**

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

## 28 **CONTACTING THE EMPLOYER**

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard, apart from forfeiture of EMD/ Bid Security, if any.

## 29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- Meets the "Bid Evaluation Criteria" of the Bidding Documents;
  - Has been properly signed;
  - Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration';
  - Is substantially responsive to the requirements of the Bidding Documents; and
  - Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"



- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) “Deviation” is departure from the requirement specified in the tender documents.
  - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System ) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
  - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
  - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
  - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security);  
or
  - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BGCL’s personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

### **30 CORRECTION OF ERRORS**





- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
  - (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct
  - (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
  - (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.
- 30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.
- 30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

**31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

**32 EVALUATION AND COMPARISON OF BIDS**

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

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

**33 COMPENSATION FOR EXTENDED STAY [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-**



- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5<sup>th</sup> of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5<sup>th</sup> of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

**34 PURCHASE PREFERENCE**

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

Bidders are required to select the applicable purchase preference (i.e, preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

**[F] – AWARD OF CONTRACT**

**35 AWARD**

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

***“BGCL intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.***

BGCL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**





- 36.1 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 BGCL 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 BGCL and successful Bidder (i.e. Contractor). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BGCL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BGCL/ MECON will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16"
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BGCL 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 BGCL.

### **37 SIGNING OF AGREEMENT**

- 37.1 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 of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/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 / Action as per Bid Security declaration.
- 37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]**

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BGCL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft (DD) or Insurance Surety Bond or Fixed Deposit Receipt [in favour of **Bengal Gas Company Limited** payable at place mentioned in **BDS**] or Bank Guarantee or online banking transaction or Letter of Credit (to be denominated in the currency of contract) and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts bid value up to Rs 5 Lakh. Refer clause no 38.13 of ITB for detailed provisions in respect of CPS submission



*in the form of Fixed Deposit Receipt.*

- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank (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.

- 38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only. Further, they also submit covering letter along with CPS as per format at F-4.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

- 38.5 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 +10%, the Service Provider should furnish additional CPS as per terms of contract. However, as long as the CPBG/security deposit already submitted at the time of award take cares of extra work executed and the total executed value is within the 110% of original contract value, there is no need to submit additional security deposit/CPS for such extra work.

If the executed contract value decreases by more than 10% of the original contract value and vendor/contractor request for reduction in Contract Performance Security (CPS)/ Security Deposit (SD), the same is allowed after certification of EIC/ Site-in-charge. In case the CPS/SD is submitted in from of DD or online transfer or deducted from payment, CPS/SD amount in excess of required CPS/SD shall be released/returned to contractor/ vendor. In case Contract Performance Security (CPS) is submitted in the form of Bank Guarantee/FDR/ Insurance Surety Bond, the Vendor/ Contractor can reduce the Bank Guarantee/FDR/ Insurance Surety Bond and submit amended Bank Guarantee/FDR/ Insurance Surety Bond accordingly. BGCL will provide the necessary communication for the same to issuing bank/Insurance company, if required. Alternatively, Vendor/ Contractor has option to submit the new Bank Guarantee/FDR/ Insurance Surety Bond of requisite value and upon receipt & confirmation of same, the earlier Bank Guarantee/FDR/ Insurance Surety Bond can be returned.

Decision of EIC/ Site-in-charge shall be final and binding in respect of requirement of



additional security deposit/CPS or reduction of security deposit/CPS.

- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BGCL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BGCL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BGCL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA no. \_\_\_\_\_(service provider to specify the FOA/DLOA No.)" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance."
- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.
- 38.9 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 Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.12 CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. **In case, BGCL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30<sup>th</sup> day after issuance of FOA/Notification of award) plus 4.0% p.a. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31<sup>st</sup> days after issuance of FOA.**



**38.13 In case submission of CPS in the form of FDR, the points mentioned below shall be applicable:**

(i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of “Bengal Gas Company Limited”. The FDR shall be in the name of the **Bengal Gas Company Limited (BGCL)** A/c .....(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of BGCL. However, BGCL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to BGCL as per the format of “**Third Party Deposit Confirmation Letter**” placed as Form F-4A.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from BGCL.

Here **Bank** means – 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 “Fixed Deposit” 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 “Fixed Deposit” itself or separately on its letterhead. BGCL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR submitted should have a validity of at least ‘three [03] months’ beyond the Warranty Period/Defect Liability Period.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Kolkata.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of BGCL

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

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

39.2 The Fraud Prevention Policy document is available on BGCL’s website (<https://www.bgcl.co.in/>)

39.3 Name and contact details of nodal officer- Refer BDS for details



**39.4 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 and other "CONTRACT DOCUMENTS", in case it is found that the Contractors / Bidders indulged in fraudulent/coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BGCL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bengal Gas Company Limited (BGCL) to such Contractors/Bidders.

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

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

- (i) Issue of tender document to MSEs free of cost.
- (ii) Exemption to MSEs from payment of EMD/Bid Security.

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 benefit.**

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

If the bidder does not provide the above confirmation or appropriate document or any



evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

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

- 40.3 If against an order placed by BGCL, 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.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the Bid Evaluation Criteria 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.
- 40.6 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

#### **41 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.
- 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.

#### **42 VENDOR PERFORMANCE EVALUATION**





Shall be as stipulated Annexure II to ITB herewith.

#### **43 INCOME TAX & CORPORATE TAX**

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

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

#### **43.3 TDS**

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

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

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

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

#### **43.4 MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

Payment of contractor shall be processed only after fulfilment of above requirement

#### **44 DISPUTE RESOLUTION MECHANISM**

##### **44.1 QUARTERLY CLOSURE OF THE CONTRACT AND VENDOR GRIEVANCE PORTAL**

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, BGCL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability



of 'Quarterly Closure', please refer BDS. In case issue is not resolved by above, Supplier may submit their issue(s) to Vendor Grievance Portal, which will be addressed by BGCL within 15 days. The Portal is available at [www.bgcl.co.in](http://www.bgcl.co.in)

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor/Supplier shall be as under:

- (i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance through online Vendor Grievance Portal.
- (iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in BGCL. This option is available two times to vendor.
- (iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

## **44.2 CONCILIATION AND ARBITRATION**

### **1.0 CONCILIATION**

Bengal Gas Company Limited will frame the Conciliation Rules 2023 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with BGCL Conciliation Rules 2023 as amended from time to time. A copy of the said rules shall be made available on BGCL's web site i.e [www.bgcl.co.in](http://www.bgcl.co.in)

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

### **2.0 ARBITRATION**





All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

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

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

OR

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

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

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

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

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.



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

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

3. **GOVERNING LAW AND JURISDICTION:**

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

45. **DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement



companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

BGCL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

**47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

**48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

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

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

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

Further, the Startups are also exempted from submission of EMDs (if applicable).

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



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

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

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

In case any financial implication arises on BGCL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. BGCL 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 BGCL in future to the service provider under this contract or under any other contract.

**51. 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.

**52. SUB-LETTING OF WORKS**

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

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



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCSCL)

**Annexure-III : ADDENDUM TO INSTRUCTIONS TO BIDDERS  
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)**

ADDENDUM TO INSTRUCTIONS TO BIDDERS  
**(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

1. **General**

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in this document for e-tendering, Bidders manual kit and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

2. **About E-Tender Portal (Web)**

Bengal Gas Company Limited (BGCL) has associated with Govt. e-Procurement System of National Informatics Center (NIC) for processing e-tenders. CPP is a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://etenders.gov.in/eprocure/app> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and uploading of SOR/Price Schedule (Price Bid) and technical bids in the portal in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

3. **Bidders Manual Kit**

Bidders who wish to participate in e-tenders must download **Bidders Manual Kit** from (<https://etenders.gov.in/eprocure/app>) which contains instructions in respect of e-Tendering, Instructions To Bidder for Online Bid Submission, Registration of Bidders(obtaining unique login ID and password, re-setting the password, registering of Digital Signature Certificate(DSC) with respective user id), Bidders Manual for Tender Cum Auction, Online e-Bid Submission (downloading of Tender document and uploading of Offer/Bid etc.), Online Bid Withdrawal, Online Bid Re-submission, Clarifications (Tender Status, My Archive...), Frequently encountered problems and solutions under Trouble Shooting, BoQ Preparation Guidelines Etc.

Further, the troubleshooting issues are also available in the form of FAQs, which can be accessed from CPP Portal (<https://etenders.gov.in/eprocure/app>).

4. **Pre-requisite for participation in bidding process**

The following are the pre-requisite for participation in e-Tendering Process:

4.1 **PC/Laptop with Windows OS, Internet Explorer**

- A computer system with a high speed internet connectivity.
- Internet Explorer 10 or above, Mozilla Firefox version to version 49 or Firefox ESR 52
- Operating system: Windows based or Linux OS, with which your DSC (Digital Signature Certificate) is compatible.
- Java Run Time Engine : Java version 8 update 161 and above

4.2 **Internet Broadband Connectivity**

The Bidder must have a high speed internet connectivity with at least 2Mbps speed (512 kbps Speed) (preferably Broadband) to access e-Tender Portal for downloading the Tender document and uploading/submitted the Bids.

4.3 **A valid e-mail Id of the Organization/Firm**

Bidder must possess an e-mail Id, preferably of the Organisation (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 for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

4.4 **User ID and Password for new Bidder(s)**

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user Id and password. Without user Id (Login Id), bidders cannot participate in E-tender. There will be single login Id for a bidder-

To obtain User Id and Password Vendor/Bidder must visit <https://etenders.gov.in/eprocure/app> and perform the following steps:

- i) Click on button “Online bidder Enrollment”
- ii) Fill the **Online Enrollment of Corporate/Bidder** form and submit. Ensure that the e-mail address and mobile number given in the form is valid and active. These would be used for any communication from the E-tender Portal.
- iii) Ensure that all the mandatory fields (identified with a \* mark) are filled in the Online Enrollment of Corporate/Bidder for User Id creation.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) 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 DSC’s to others which may lead to misuse.
- vi) It is advised to take extreme precaution while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.
- vii) 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.



User Id and password is unique for each vendor and the vendor can use the same to view/download/participate in all e-tenders of BGCL.

In their own interest, Bidder(s) are advised to apply for User Id immediately on publishing of tender or well in advance of the bid due date. User Id shall normally be issued immediately after complete information has been furnished by the vendor in “Online Enrollment of Corporate/Bidder” and on successful submission of the same. BGCL/ CPP shall not be responsible for any delays in allocation of User Id/password and in registering Digital Signature Certificate and the ensuing consequences including but not limited to timely submission of bids.

#### **4.5 Procedure for change of E-mail Id of the Bidder**

The e-mail-id of the bidder/Vendor Code is captured and registered in CPP Portal when a bidder submits his request for user-id / password.

In case bidder desires for change in the registered e-mail id in CPP Portal, the same has to be updated in CPP portal only.

#### **4.6 About Digital Signature Registration**

##### **(I) What is a Digital Signature?**

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000.

One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents.

##### **(a) In case of Proprietorship/Partnership**

Both i.e. (i) Class 3 Digital Signatures issued to authorized individuals on their KYC basis and (ii) Class 3b Digital Signatures issued to authorized individuals with their organization KYC basis are acceptable.

##### **(b) In case of Firm/ Company**

Only Class 3b Digital Signature is acceptable where individuals are using their digital signatures on behalf of the Organization and digital Signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

Bidder can submit only digitally signed documents/bids/offers in <https://etenders.gov.in/eprocure/app>



**(II) Why Digital Signature is required?**

In order to bid for BGCL e-tenders bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**(III) How to obtain Digital Signatures from Certifying Authority (CA)?**

Valid Digital Certificate can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA\* using internet browser.
- b) Apply for a class 3b or class 3(as applicable) Digital Certificate with signing facility.
- c) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

**\*Links to some of the licensed CA's are provided below**

1. <https://www.ncodesolutions.com>
2. <https://www.sifycorp.com>
3. <https://www.e-mudhra.com>
4. <https://www.Certificate.Digital>
5. <https://www.vsign.in>
6. <https://pantasign.com>

**Note:** The Digital signatures should be obtained directly from certifying authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

BGCL/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

**5. How to submit On-line Bids/Offers electronically against E-tenders?**

Bidders who wish to participate against e-tenders uploaded on e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) should follow the steps mentioned in the “**Bidders Manual Kit**” available on e-tender portal which shall guide them to Search, Display/View, Download and Submit **electronic Bids/Offers** online in a secured manner ensuring confidentiality.

**6. How to search, view and download e-tender?**

There are various search options built in E-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID,

## ADDENDUM TO INSTRUCTIONS TO BIDDERS



Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. To download the tender Click on the Latest Active Tenders, and search the tender in e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) that you are interested in using certain search criteria documents. However, it is advised to login to the system and set the tender as favorite so that these tenders can be moved to the respective 'My Tenders' folder. This would enable the E-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/addendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 7. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. 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 need to be submitted
- 3) 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 / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## ADDENDUM TO INSTRUCTIONS TO BIDDERS



### 8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet

- i) Vendors are advised to log on to the website (<https://etenders.gov.in/eprocure/app>) and arrange to register themselves at the earliest, if not done earlier.
- ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to change / revise the bid and submit once again. Bid once withdrawn cannot be resubmitted.
- iv) The server time (IST) (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders and determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- v) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- vi) The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- vii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid is liable for rejection.  

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- viii) In case vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

## ADDENDUM TO INSTRUCTIONS TO BIDDERS



- ix) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- x) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- xiii) Once the entire process of submission of online bid is complete, they will get an auto mail/SMS from the system stating you have successfully submitted your bid in the following tender with tender details.
- xiv) No manual bids/offers along with electronic bids/offers shall be permitted.
- xv) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **Note:**

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

### **9. Earnest Money Deposit (EMD)**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been

## ADDENDUM TO INSTRUCTIONS TO BIDDERS



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uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

### 10. E-Tender demo during pre-bid conference

During the pre-bid conference, BGCL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

### 11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

### 12. Internet connectivity

If bidders are unable to access e-tender portal <https://etenders.gov.in/eprocure/app> or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

### 13. In case of any clarification pertaining to e-procurement process, the vendor may contact the concerned dealing officer/purchasing officer mentioned in tender document along with marking copy to [cnp@bgcl.co.in](mailto:cnp@bgcl.co.in).

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### Disclaimer:

- a) No responsibility will be taken by BGCL or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BGCL officials.
- b) BGCL or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

## ADDENDUM TO INSTRUCTIONS TO BIDDERS

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### **Important Links for Hassle free bid submission:**

#### **Bidders Manual Kit :**

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

#### **Help For Contractors:**

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

#### **Information about DSC:**

<https://etenders.gov.in/eprocure/app?page=DSCInfo&service=page>

#### **Guidelines for hassle free bid submission:**

<https://eprocure.gov.in/cppp/hassle free bid submission.pdf>

#### **FAQ:**

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

#### **Feedback:**

<https://etenders.gov.in/eprocure/app?page=FrontFeedback&service=page>



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GGSCL)

**ANNEXURE-IV to Section-III**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

<b>A. GENERAL</b>	
<b>ITB clause</b>	<b>Description</b>
1.1	The Employer/Owner is: Bengal Gas Company Limited
2.1	The name of the Works/Services to be performed is: MDPE LAYING AND LMC WORKS IN KOLKATA GA ON ARC BASIS FOR 2 YEARS



3	BIDS FROM CONSORTIUM/ JOINT VENTURE	
	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>
<b>B. BIDDING DOCUMENT</b>		
<b>ITB clause</b>	<b>Description</b>	
8.1	For <b>clarification purposes</b> only, the communication address is: Attention: Mr. Girish Kumar, HOD (C&P), LYONS ENGINEERING PRIVATE LIMITED, 1st Floor, Shree Sharda Fortune Tower, East of Kailash, New Delhi – 110065 Contact Number : 9654993340 Email ID: <a href="mailto:girish.kumar@lyonsengineers.com">girish.kumar@lyonsengineers.com</a>  <i>Note: Bidders are advised to mention tender no. &amp; tender subject in subject line of e-mail.</i>	
<b>C. PREPARATION OF BIDS</b>		
<b>ITB clause</b>	<b>Description</b>	





11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : <b>Refer SCC/Scope of Work.</b>												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>Not Applicable.</u>												
12 & 13	Whether BGCL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="464 510 1152 696"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table> Details of Buyer: <table border="1" data-bbox="464 779 1329 1003"><tr><td>Services to be rendered at</td><td>Bengal Gas Company Limited, Kolkata (Other details shall be provided upon award)</td></tr><tr><td>PAN No.</td><td>AAACG1209J</td></tr><tr><td>GST no.</td><td>19AAICB1994M1Z0</td></tr><tr><td>BGCL Bank details</td><td>Refer below.</td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	Bengal Gas Company Limited, Kolkata (Other details shall be provided upon award)	PAN No.	AAACG1209J	GST no.	19AAICB1994M1Z0	BGCL Bank details	Refer below.
YES	<input checked="" type="checkbox"/>												
NO	<input checked="" type="checkbox"/>												
Services to be rendered at	Bengal Gas Company Limited, Kolkata (Other details shall be provided upon award)												
PAN No.	AAACG1209J												
GST no.	19AAICB1994M1Z0												
BGCL Bank details	Refer below.												
14	The currency of the Bid shall be INR												
15	The bid validity period shall be <b>03 months</b> from final 'Bid Due Date'.												
16.1, 16.10 and 38.6	<p>In case '<b>Earnest Money / Bid Security</b>' or "<b>Contract Performance Security</b>" is in the form of '<b>Demand Draft</b>' or '<b>Banker's Cheque</b>' or '<b>Insurance Surety Bond</b>' / '<b>Fixed Deposit Receipt</b>', the same should be favor of <b>Bengal Gas Company Limited</b>, payable at Kolkata.</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, <b>the details of BGCL's Bank account are as under:</b></p> <p>Banker: State Bank of India A/c No.: 38294831528 Salt Lake Electronic Complex Branch XI 8/1, E P Block, Salt lake, Sector V, Bidhannagar Kolkata - 700091. SBIN0009985</p> <p>Bidder to mention reference no. "EMD/... .." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in BGCL's Bank Account.</p>												



D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22.3, 26 and 4.0 of IFB	For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and <b>Bid Opening Purpose</b> the Owner's address is : Name of Contact Person: Mr. Girish Kumar, HOD (C&P), LYONS ENGINEERING PRIVATE LIMITED, 1st Floor, Shree Sharda Fortune Tower, East of Kailash, New Delhi – 110065 Contact Number : 9654993340 Email ID: <a href="mailto:girish.kumar@lyonsengineers.com">girish.kumar@lyonsengineers.com</a>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India of which stamp paper is required for Contract Agreement: <b>Any state. However, the value of stamp paper shall be in accordance with stamp act.</b>				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table> <u>The value/ amount of Contract Performance Security/ Security Deposit:</u> SD / CPBG @ 10% of Annualized 'Order /Contract value' within 30 days of FOA/notification of award.  <b>OR</b> Initial security deposit (ISD) @ 2.5% of Annualized 'Order / Contract value' within 30 days of FOA/notification of award and deduction @ 7.5% of the RA	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				



	<p>bill, subsequently from RA bills, till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized 'Order / Contract value'.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"><li>1) The 'Annualized Order/ Contract value' referred above shall be 'Order/ Contract value' divided by 'ARC period' in years.</li><li>2) The Contract Performance Security/ Security Deposit shall be valid till completion of Warranty/ Guarantee period/Defect Liability period.</li></ol>				
<b>39.2</b>	<p>Name and contact details of nodal officer are as under: Shri B. Sonowal Email: bsonowal@bgcl.co.in</p>				
<b>41</b>	<p>Provision of AHR Item :</p> <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
<b>44.1</b>	<p>Quarterly Closure of Contract</p> <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
<b>Clause no. 27.3 of GCC</b>	<p>Bonus for Early Completion:</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
<b>49</b>	<p>Applicability of provisions relating to Startups:</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				



### ANNEXURE-V to Section-III

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

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

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

#### **3.0 DEFINITIONS:-**

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

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

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

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

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

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

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



(vi) **Procuring Entity** means Bengal Gas Company Limited (BGCL).

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

4.0 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

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

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

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

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

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

**Note:** Communication F. No. FP- 20013/2/2017-FP-PNG-Part(4) (E- 41432) dated 26.03.2024 from MoP&NG regarding 'Public Procurement (Preference to Make in India), Order 2017' (attached as Appendix-I) shall be part of this policy.

**6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

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

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



- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.



- iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

#### **7.0 CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER, 2012 AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017 (IF BOTH THE POLICIES ARE APPLICABLE):**

The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act.



Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

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

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

- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.





- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
- (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
  - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
  - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
  - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Refer Illustrative example).
- (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
  - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "non-MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:



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- A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is to be awarded to L1.
- B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.
- d) Items reserved for both MSEs and Class- I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.



**8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier") Item - Desktop computer Qty- 50 Nos.

Details of bids received

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

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



computers and so on.

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

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

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2 to Annexure V to Section-III) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3 to Annexure V to Section-III.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BGCL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BGCL shall initiate action for banning such manufacturer/supplier/service provider as per as per BGCL's extant



“Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices”

- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

## **10.0 RECIPROCITY CLAUSE**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the



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nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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Appendix-I

Communication F. No. FP- 20013/2/2017-FP-PNG-Part(4) (E- 41432) dated 26.03.2024 from MoP&NG regarding 'Public Procurement (Preference to Make in India), Order 2017'

Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated: 26<sup>th</sup> March, 2024

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Public Procurement (Preference to Make in India) Order, 2017-reg.**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 26.04.2022 on the above mentioned subject.

2. In this regard, it is stated that the sector specific relaxation granted under para 2(b) of aforementioned letter, has been reviewed in the Ministry and it has been decided that scope of this relaxation shall be limited to the items (list enclosed) to be installed/ operated in flammable environment of oil and gas process industry.

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully

Kala  
(Kala) 26/3/24

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

**Copy to:**

- a. PS to Hon'ble Minister, P&NG
- b. PS to Hon'ble MoS, P&NG
- c. PPS/ PS to Secretary, P&NG
- d. PPS/PS to AS&FA/ AS, MoPNG
- e. PPS/ PS to JS (E & BR)/ JS(GP)/ JS (M& OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- f. Technical Director, NIC: with a request to upload the letter on MoPNG website

**Copy for information to,**

Secretary, DPIIT



Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

Copy to:

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPIIT

**Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved while computing Local Content:**

Sl.	Items Category of procurement
1	<p><b>Instrumentation items</b> like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection &amp; Alarm System, Gas &amp; Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge &amp; Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc</p>
2	<p>Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.</p>
3	<p>Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc</p>
4	<p>Laboratory and R&amp;D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors; Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Fluoroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Reflectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibimeter for reverse permeability; Proppant Conductivity Tester etc</p>

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	<b>Geophysical Services</b> Seismic Data Acquisition System: VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	<b>Geophysical Equipment</b> Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit, VSP Data Acquisition System, VSP Processing Software; High-End Servers for G&G Applications, HPCC Solution; Virtualization and Container Software
8	<b>Logging Services</b> Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10,000 psi).

\*\*\*\*



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**FORM-1 TO SECTION-III**

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE ONLY FOR  
BIDDERS WHO ARE MSE AND CLASS-I LOCAL SUPPLIER)**

**NOT APPLICABLE**



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**FORM-2 TO SECTION-III**

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION**  
**(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.: LAYING, TESTING AND COMMISSIONING OF UNDERGROUND STEEL PIPELINE ALONG WITH ASSOCIATED WORKS FOR NADIA, NORTH 24 PARGANAS, KOLKATA & SOUTH 24 PARGANAS DISTRICTS (PART-A) AND HOOGHLY & HOWRAH DISTRICTS (PART-B) (2 YEARS ARC)  
TENDER NO.: 05/51/23V5/BGCL/001-i-02 (Tender ID- 2024\_BGCL\_201667\_1)

Dear Sir

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

Class-I Local supplier [     ] ]

Class-II Local Supplier [     ] ]

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

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

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

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

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



बंगाल गैस कंपनी लिमिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



बंगाल गैस कंपनी लिमिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

**FORM-3 TO ANNEXURE-V TO SECTION-III**

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

**(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.: LAYING, TESTING AND COMMISSIONING OF UNDERGROUND STEEL PIPELINE  
ALONG WITH ASSOCIATED WORKS FOR NADIA, NORTH 24 PARGANAS, KOLKATA &  
SOUTH 24 PARGANAS DISTRICTS (PART-A) AND HOOGHLY & HOWRAH DISTRICTS  
(PART-B) (2 YEARS ARC)

TENDER NO.: 05/51/23V5/BGCL/001-i-02 (Tender ID- 2024\_BGCL\_201667\_1)

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

**UDIN:**

**Note:**



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- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.





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# **FORMS & FORMAT**



बंगाल गैस कंपनी लललितेड BENGAL GAS COMPANY LIMITED  
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### **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION INCLUDING Format F-1A (ANNEXURE TO BIDDER'S GENERAL INFORMATION)
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY "
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-2B	THIRD PARTY DEPOSIT CONFIRMATION LETTER ON FDR SUBMISSION FOR EMD
F-2C	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	THIRD PARTY DEPOSIT CONFIRMATION LETTER ON FDR SUBMISSION FOR CPS
F-4B	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND



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F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	NO CLAIM CERTIFICATE
F-19	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-20	DETAILS OF QUOTED SCOPE
F-21	POWER OF ATTORNEY
F-22	CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT
F-23	CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT
F-24	SAMPLE FORMAT OF COMPLETION CERTIFICATE
F-25	PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
F-26	RA BILL CHECK LIST



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(गेल एवि जीसीजीएससीएल का संयुक्त उद्य) (A JV Company of GAIL and GCGSCL)

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

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 including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos.  [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document]  A separate sheet (Format F-1A: Annexure to Bidder's General Information) is enclosed for providing the above details.	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्योग) (A JV Company of GAIL and GCGSCL)

	*In case of Partnership firm, provide current address of the firm for ordering purpose	District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed	City: District: State: PIN/ZIP:
7	Office responsible for executing the contract with GST no. * (In case supply of works 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/ Mobile no. of address where order is to be placed	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
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	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i> .....
18	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50 )</i>
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: \* *BGCL intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to be supplied from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.*

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

**Encl.:** Format F-1A (Annexure to Bidder's General Information)



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

**Format F-1A**  
**Annexure to Bidder's General Information**

To,

M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

Name of Bidder :

Sl. No.	Name of Proprietor/ Partners/ Directors	Father's Name	Residential Address	Aadhar No.	Pan Card Details	DIN Nos.

**Note: The corresponding documents i.e. Aadhar, PAN & DIN etc. are also to be provided duly attested by Notary Public.**

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

**FORMAT F-2**

**PROFORMA OF "BANK GUARANTEE"**  
**FOR "EARNEST MONEY / BID SECURITY"**  
(To be stamped in accordance with the Stamp Act)

To, M/s BENGAL GAS COMPANY LIMITED, 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to</b>	
	<b>Claim period up to (There should be three months gap between expiry date of BG &amp; Claim period)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

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

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Bengal Gas Company Limited, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by BGCL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
- This Guarantee shall remain in force upto \_\_\_\_\_ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of \_\_\_\_\_ (indicate date of expiry of





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claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB:Clause-16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma provided below.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence or in the Bank Guarantee itself.



Annexure

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

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (√) Whichever is Applicable)	:	<table border="1"><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



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**FORMAT F-2A**

**DECLARATION FOR BID SECURITY**

To,

M/s BENGAL GAS COMPANY LIMITED

1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

Dear Sir

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

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

We understand that we will be put on watch list/holiday/ banning list (as per polices of BGCL 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 BGCL 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:



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**F-2B**

**Third Party Deposit Confirmation Letter**  
**(On letter head from the issuing bank)**

Date: \_\_\_/\_\_\_/\_\_\_

To,

M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

Dear Sir/ Madam

**Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....**

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the Tender no. .... This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Bengal Gas Company Limited (BGCL) and the payment will be made to M/s Bengal Gas Company Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of BGCL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & BGCL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of ..... [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no. ....

Email Id. ....

Stamp of Bank.....

Note:

- (i) This letter forms an integrated part of FDR
- (ii) In case confirmation is required, the communication can be send to the following:  
Details for confirmations (including Address, Email Id, IFS Code and contact no.)



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**FORMAT F-2C**

**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Bengal Gas Company Limited  _____	<b>Insurance Surety Bond No.</b>	
	<b>Date of ISB</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

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

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

We, the \_\_\_\_\_ [Name & address of the Insurer] at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Bengal Gas Company Limited (BGCL) , the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by Bengal Gas Company Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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



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Notwithstanding anything contained herein:

a) The Insurer’s liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_(this expiry date of Insurance Surety Bond should be two months beyond the validity of bid) and any extension(s) thereof; and

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

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name .....  
 Designation .....

WITNESS:

1. \_\_\_\_\_  
 (SIGNATURE)

(SIGNATURE)  
 (NAME)

\_\_\_\_\_  
 (NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date:

\_\_\_\_\_  
 (OFFICIAL ADDRESS)

2. \_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (NAME)

\_\_\_\_\_  
 (OFFICIAL ADDRESS)



**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"**

- The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
- The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16.3".
- A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
			VENDOR EMAIL ID			
			VENDOR MOBILE NO			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EM D	ADVA NCE
6	INSURER DETAILS					
		(A)	EMAIL ID	:		

		<b>(B)</b>	<b>ADDRESS</b> :	
		<b>(C)</b>	<b>PHONE NO</b> :	





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**F-3**  
**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s BENGAL GAS COMPANY LIMITED

1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', and 'Price Bid Opening' against the above Tender Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.



**F-4**

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

To, M/s BENGAL GAS COMPANY LIMITED 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to</b>	
	<b>Claim period up to (There should be three months gap between expiry date of BG &amp; Claim period)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the “contractor” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Bengal Gas Company Limited having registered office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161(herein after called the “BGCL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Bengal Gas Company Limited, in case of default.

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Bengal Gas Company Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BGCL in such manner as BGCL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights



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conferred on you under the order/contract with the said \_\_\_\_\_ M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BGCL in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the 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 BGCL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BGCL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the contractor and notwithstanding any security or other guarantee that BGCL may have in relation to the contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BGCL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Kolkata.
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 order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCSCL)

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
10. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the Bank Guarantee itself.
5. Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security



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(गेल एवि जीसीजीएससीएल का संयुक्त उद्य) (A JV Company of GAIL and GCGSCL)

Annexure

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

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable	:	<table border="1"><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:	(A) EMAIL ID : (B) ADDRESS : (C) PHONE NO/ MOBILE NO. :				



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(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

F-4A

**Third Party Deposit Confirmation Letter**  
(on letter head from the issuing bank)

Date: \_\_ / \_\_ / \_\_

To,

M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

Dear Sir/ Madam

**Sb: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....**

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the PO no. / W.O. No..... This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Bengal Gas Company Limited (BGCL) and the payment will be made to M/s Bengal Gas Company Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of BGCL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & BGCL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of ..... [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no. ....

EmailId. ....

Stamp of Bank.....

Note:

- (i) This letter forms an integrated part of FDR.
- (ii) In case confirmation is required, the communication can be send to the following:  
Details for confirmations (including Address, Email Id, IFS Code and contact no.)



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्योग) (A JV Company of GAIL and GCGSCL)

**F-4B**  
**PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT**  
**PERFORMANCE SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To, M/s Bengal Gas Company Limited  _____	<b>Insurance Surety Bond No.</b>	
	<b>Date of Insurance Surety Bond</b>	
	<b>Insurance Surety Bond Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Bengal Gas Company Limited having registered office at 1<sup>ST</sup> Floor, Block-A, Finance Centre, CBD Action Area-II B, Newtown, Kolkata-700161 (herein after called the "BGCL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify BENGAL GAS COMPANY LIMITED, in case of default.

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional Insurance Surety Bond to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BENGAL GAS COMPANY LIMITED we shall on first demand pay without demur, contest, protest and/or without any recourse to the contractor to BGCL in such manner as BGCL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

Bond, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

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



Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond 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 Insurer.

10. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) .....

b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

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

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name .....

Designation .....

Yours faithfully,

\_\_\_\_\_  
Insurer by its Constituted Attorney

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

---

INSTRUCTIONS FOR FURNISHING  
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- d) The Insurance Surety Bond 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 Insurer.
- e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- g) Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR  
ALONG WITH INSURANCE SURETY BOND

1	<b>INSURANCE SURETY BOND NO</b>	:				
2	<b>VENDOR NAME / VENDOR CODE</b>	:	<b>NAME</b>			
			<b>VENDOR CODE</b>			
			<b>VENDOR EMAIL ID</b>			
			<b>VENDOR MOBILE NO</b>			
3	<b>INSURANCE SURETY BOND AMOUNT</b>	:				
4	<b>PURCHASE ORDER/ LOA NO</b>	:				
5	<b>NATURE OF INSURANCE SURETY BOND</b> (Please Tick (√) Whichever is Applicable)	:				
			<b>PERFORMANC E INSURANCE SURETY BOND</b>	<b>SECU RITY DEPOS IT</b>	<b>E M D</b>	<b>ADVA NCE</b>
6	<b>INSURER DETAILS</b>	(	<b>EMAIL ID</b>	:		
		A				
		)				
	(	<b>ADDRESS</b>	:			
	B					
	)					
	(	<b>PHONE NO</b>	:			
	C					
	)					



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्य) (A JV Company of GAIL and GCGSCL)

**F-5**

**AGREED TERMS & CONDITIONS**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

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

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



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be 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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] <b>OR</b> Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BGCL/GAIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BGCL/GAIL or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:  "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is	



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by BGCL/ GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGCL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of BGCL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p>	



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BGCL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - available at SECTION-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BGCL [available at BGCL website] and shall not indulge themselves or allow others (working in BGCL) to indulge in fraudulent activities and that they would immediately apprise BGCL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BGCL is liable to be treated as crime and dealt with by the procedures of BGCL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).  If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-6**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

Dear Sir,

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

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code: .....  
Telephone Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

- We are unable to bid for the reason given below:  
Reasons for non-submission of bid:

---

Agency's Name : .....  
Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....



**F-7**  
**BIDDER'S EXPERIENCE**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order ( <i>Specify Currency Amount</i> )	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.**



**F-8 (A)**  
**CHECK LIST**

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-III</i> are submitted.		



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्योग) (A JV Company of GAIL and GCSCL)

6.0	Confirm that Undertaking as per Form-I-A, Form-I-B & Form-II to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		
8.0	Confirm that declaration as per <b>Annexure-II to Section-II</b> have been submitted by the bidder (Restricting participation of NCLT referred bidders)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

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

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
<b>Technical BEC</b>					
A.1 & A.2	Experience criteria	<p>(a) Copy of Detailed work order along with Schedule of Rates.</p> <p>(b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of entire work of pipeline system along with all associated works in all respect.</p> <p>Execution Certificate issued by the end user / owner / authorized consultant submitted by a bidder against work contract can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use.</p> <p><b>Note:</b> The completion certificate/execution certificate shall have details like work order no. / date, brief scope of work, completion/execution date, quantity (executed/completed), contract value, executed value, name and designation of authorized signatory etc.</p> <p><b>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</b></p>		Yes/No	



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<p><b>Note to BEC-Technical criteria</b></p>	<p><b>Experience criteria in case of single bidder, having experience of a consortium member</b></p>	<p>(a) Same documents as mentioned in above clause. (b) Consortium Agreement / MOU clearly defining the scope and responsibility.</p> <p><b>Note:</b> The completion certificate/execution certificate shall have details like work order no. / date, brief scope of work, completion date, quantity (executed/completed), name and designation of authorized signatory etc.</p> <p><b>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</b></p>		<p>Yes/No</p>	
	<p><b>In case of rate contract</b></p>	<p>(a) Copy of detailed work order along with Schedule of Rates. (b) Copy of execution certificate issued by end user /Owner (or their consultant who has been duly authorized by owner to issue such certificate).</p> <p><b>Note:</b> execution certificate shall have details like work order no./ date, brief scope of work, completion date, quantity (executed/completed), name and designation of authorized signatory etc.</p> <p><b>All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly</b></p>		<p>Yes/No</p>	

		<b>certified/ attested by Chartered Engineer and notary public with legible stamp</b>			
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	<b>Job executed for Subsidiary / Fellow subsidiary/ Holding company.</b>	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.		Yes/No	
<b>Financial BEC</b>					
B.1	Average Annual Turnover	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s).	Submitted ( <i>Mention specific year... ..</i> )	Yes/No	



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B.2	Net worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.	Submitted  (Mention specific year .....)	Yes/No	
B.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit &amp; Loss Account Statement] along with Audit Report for the immediate preceding Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital.</p> <p>Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder.</p> <p>The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).</p>	<p>Submitted  (Mention specific year... ..... )</p> <p>Submitted/ Not Applicable  (Bidder to tick appropriate option)</p>	Yes/No	
4.	<b>Format for Details of financial capability of Bidder</b>	Bidder shall submit "Details of financial capability of Bidder" in prescribed format [Format F-10] duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted	Yes/No	





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(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GGSCL)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

**F-9**

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

(To be provided on Bank's letter head)

Date:

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

Dear Sir,

This is to certify that M/s ..... (name of the Bidder with address)  
(hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for BGCL's Tender No.  
..... dated ..... for.....(Name  
of the supply/work/services/consultancy) and as per the terms of the said Tender Document they  
have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s..... (name of the Bank with address) confirms availability  
of line of credit to M/s..... (name of the Bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent  
USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

**Note:**

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



F-10

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s .....(Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year _____
	Amount (Currency)
1. Net Worth	

**C. WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT :**

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

**\*Refer Instructions**

**Note:**

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

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



**Instructions:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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**F-11**  
**FORMAT FOR CONSORTIUM AGREEMENT**

Not Applicable for this tender

F-12

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s BENGAL GAS COMPANY LIMITED

1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

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

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

**F-13**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)



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# F-14

# INTEGRITY PACT





बंगाल गैस कंपनी लिमिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

## F-13 INTEGRITY PACT

### INTRODUCTION:

Bengal Gas Company Limited (BGCL) as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BGCL) 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 (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). 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 BGCL 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 BGCL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BGCL’s confidential information to any third party unless specifically authorized by BGCL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
  - 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 BGCL associate.
- f) The Counterparty shall not make any false or misleading allegations against BGCL 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, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGCL shall be entitled to terminate the Contract. Further, BGCL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per “**Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices**”



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(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

### **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

- i) Shri Apurva Varma, (email id : [apurvavarma1@gmail.com](mailto:apurvavarma1@gmail.com))
- ii) Shri Akhil Kumar Shukla (email id : [akhilshukla60@gmail.com](mailto:akhilshukla60@gmail.com) )

This panel is authorized to examine / consider all references made to it under this tender/ contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender/contract may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Sh. B Sonowal, Head (C&P)- Email: [bsonowal@bgcl.co.in](mailto:bsonowal@bgcl.co.in)) in Bengal Gas Company Limited or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL ( India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.



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(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

ANNEXURE-2

## INTEGRITY PACT

(To be executed on plain paper)

Between Bengal Gas Company Limited (BGCL), a Government of India Public Sector, (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 of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### 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:-
  - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
  - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain 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 Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent

**Bhaban Sonowal**  
Head (C&P)  
Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre,  
CBD, Action Area - IIB, Newtown,  
North 24 Parganas,  
Kolkata - 700161, West Bengal, India





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(गैल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, 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 (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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 cartelisation in the bidding process.
  - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, 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.
  - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - v) The Bidder (s) / Contractor (s) will, when presenting their bid, 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.
  - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person 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 (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) /

**Bhuvan Sonowal**  
Head (C&F)  
Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre,  
CBD, Action Area - IIB, Newtown,  
North 24 Parganas,  
Kolkata - 700161, West Bengal, India



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(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

#### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
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 equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last three years, with anyother Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tenderprocess or actions can be taken as per provisions of “**Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices**”

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder (s) /Contractor (s) / Sub-contractor (s)**

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 same to the Chief Vigilance Officer.

**Bhuban Sonowal**  
Head (C&P)  
Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre,  
CBD, Action Area - IIB, Newtown,  
North 24 Parganas,  
Kolkata - 700161, West Bengal, India





बंगाल गैस कंपनी लिमिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GCGSCL)

### 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 documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the CEO, BGCL.
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 CEO, BGCL within 30 days 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 CEO, BGCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, BGCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
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

**Bhuban Sonowal**  
Head (C&P)  
Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre,  
CBD, Action Arca - IIB, Newtown,  
North 24 Parganas,  
Kolkata - 700161, West Bengal, India



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regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

10. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. 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. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged 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 CEO, BGCL.

### Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
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 Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

-----  
(For & on Behalf of Principal)

**Bhuban Sonowal**  
Head (C&P)

Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre,  
CBD, Action Area - IIB, Newtown,  
North 24 Parganas,  
Kolkata, 700161, West Bengal, India

Place  
Date

Kolkata

-----  
(For & on  
Behalf of Bidder/Contractor)

(Office Seal)





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(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम) (A JV Company of GAIL and GGSCL)

Witness 1:  
(Name & Address)

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

Witness 2:  
(Name & Address)

.....  
.....



## F-15 INDEMNITY BOND

WHEREAS Bengal Gas Company Limited (hereinafter referred to as “BGCL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161 has entered into a contract with M/s\*... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at \*... and on the terms and conditions as set out, inter-alia in the [ *mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with BGCL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of BGCL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BGCL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BGCL are settled by the Contractor and/or BGCL discharges the Contractor in writing from this Indemnity.



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

SIGNED BY :

For [ *Contractor* ]

*Authorised Representative*

Place:

Dated:

Witnesses:

- 1.
- 2.



F-16

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on e-Tender portal <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a>
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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**F-17**

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

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

To,

M/s BENGAL GAS COMPANY LIMITED

1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB: LAYING, TESTING AND COMMISSIONING OF UNDERGROUND STEEL PIPELINE ALONG WITH ASSOCIATED WORKS FOR NADIA, NORTH 24 PARGANAS, KOLKATA & SOUTH 24 PARGANAS DISTRICTS (PART-A) AND HOOGHLY & HOWRAH DISTRICTS (PART-B) (2 YEARS ARC)

PO NO: .....

**Dear Sir,**

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

- (i) Applicable to us [ ]
- (ii) Not Applicable to us [ ]

**(Supplier is to tick appropriate option [✓]above).**

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GGSCL)

**F-18**  
**NO CLAIM CERTIFICATE**  
**(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

**[On the Letter-head of Supplier/Vendor]**

We, \_\_\_\_\_, a company incorporated under the laws of India/ a Consortium between \* \_\_\_\_\_ and \* \_\_\_\_\_ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of \* \_\_\_\_\_ and \* \_\_\_\_\_ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the contract by BGCL in reference to Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (“Order/Contract”).

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

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

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

Signature with Seal of Supplier/Vendor

Dated:



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GGSCL)

**F-19**

**UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD  
WITHIN STIPULATED TIME LINE  
(to be submitted on letter head of bidder)**

To,  
M/s BENGAL GAS COMPANY LIMITED  
1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown,  
North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161

SUB.:

TENDER NO.:

**Dear Sir,**

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:



बंगाल गैस कंपनी लल्लिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCSCL)

**Format F-21**  
**POWER OF ATTORNEY**

**(to be submitted on the letter-head of company)**

SUB.:

TENDER NO.:

Name of Bidder: \_\_\_\_\_

“The undersigned \_\_\_\_\_(Name of LEGAL PERSON\*) is lawfully authorized to represent and act on behalf of the company M/s \_\_\_\_\_(Name of bidder) whose registered address is \_\_\_\_\_ and does hereby appoint Mr./Ms \_\_\_\_\_[name of authorized person/(s)] \_\_\_\_\_(Designation) of \_\_\_\_\_ M/s \_\_\_\_\_(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (**both digitally and manually**)and **all subsequent communications, agreements, documents etc.**, in the name and on behalf of the company in connection with the tender no. \_\_\_\_\_for... .....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s \_\_\_\_\_(Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON





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(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

\_\_\_\_\_  
(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

\_\_\_\_\_  
(Name of person)

E-mail id: .....

Digital token no. used for uploading the bid: .....

**Note:** Ref. clause no. 2.7 of ITB regarding persons who can issue power of attorney.



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**F-22**

**FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT**

Not Applicable for this tender



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**F-23**

**FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT**

Not Applicable for this tender



**F-24**  
**COMPLETION CERTIFICATE**  
**ON LETTER HEAD**

Ref.: xx

Date: DD.MM.YYYY

**COMPLETION CERTIFICATE**

Name of Work :

Name of Contractor :

Length & Size of Pipeline & :  
Scope of work

Fax of Acceptance No. :

Letter of Award No. / :  
Work Order No.

Contractual Value :

Final Completion Value : DD.MM.YYYY

Contractual Start Date : DD.MM.YYYY

**Contractual Completion Date**

(a) Mechanical Completion : DD.MM.YYYY

(b) Overall Completion : DD.MM.YYYY

**Actual Completion Date**

(a) Mechanical Completion : DD.MM.YYYY

(b) Overall Completion : DD.MM.YYYY

Extension of Time granted : Up to DD.MM.YYYY  
without levy of PRS

Defect Liability Period : Up to DD.MM.YYYY

Certified that all the works under the subject Contract have been completed as per contractual



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terms & conditions, specifications, drawings and approved deviations etc. to the satisfaction of Engineer-In-Charge.

(XXXXXXXXXXXXX)  
Engineer – In – Charge

**Note : Format of Completion Certificate to be issued upon successful completion of work.**



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(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GCGSCL)

**F-25**

**PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE**

Not Applicable for this tender



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**F-26**

**RA BILL CHECK LIST**

**FORMAT F-26**  
**CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	BGCL
<b>(A) Bill Specific point</b>					
1	Invoice (as per GST Act/ Rules) in Contractor's letter-head raised to "OIC, BGCL "				
2	Memorandum of payment				
3	Abstract of payment sheet duly adjusted with payment received for the previous invoice				
4	Measurement Sheet				
5	Month wise PF/ESI challan copies				
6	Separate invoice for extra work/AHR items more than SOR quantity				
7	Approval of PMC and BGCL for extra work/AHR items, if any				
8	Separate invoice shall be submitted for INR & USD portion (if applicable)				
9	State Wise bifurcation of innoviced amount (State & UTI ),wherever applicable				
10	Hard copy of Bill, INR portion (2 original +1 copies)				
11	Hard Copy of bill,USD portion-if applicable (3 original+ 1 copy)				
12	Soft copy of Bill (Dully tallying with hard copy) <b>has been submitted as per provisions of tender</b>				
13	Whether Bill amount/memorandum of payment is matching the amount in service entry sheet				
14	Whether bill has sent through BWS or not(attach BWS receipt), if BWS facility of BGCL is functional				
15	All the corrections made in the bill should be signed by PMC /BGCL authorized signatory				
16	All the bill documents made namely measurement sheets,bills should tally with the memorandum of payment				



**FORMAT F-26**  
**CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	BGCL
<b>(B) General Points</b>					
1	(a) Copy of contractor all risk policy (b) Validity of above exist or not				
2	(a) Free issue material (FIM) insurance copy (b) Validity of above exists or not				
3	(a) Copy of indemnity bond for FIM (b) Validity of above exist or not				
4	(a) Employee Insurance Policy (b) Validity of above exist or not				
5	(a) Workman Compensation insurance policy (b) Validity of above exist or not				
6	Copy of certificate issued by appropriate authority for lowering for lower /non -deduction of WCT/withholdingtax/TDS/ GST-TDS, if applicable				
7	3 original letters of contractor mentioning details such as bank name ,address ,country ,account number and swift code (for foreign currency invoice, if any) E-banking details should be of SBI/ICICI/HDFC bank only				
8	(a) Copy of contract PBG separately for INR & foreign currency price, if any (b) Validity of above exist or not				
9	Contract agreement copy				
10	Power of attorney in the name of signatory of the bill /indemnity bond				
11	Copy of PAN number of contractor				
12	Copy of Contract registration certificate with RBI in case of foreign contractor				
13	Copy of registration certificate of TIN/Tan of concerned state in which WOT is deducted & deposited				

**NOTE :-**

- 1 There will be signature of concerned contractor, PMC & BGCL representative in place
- 2 Invoice (as per GST Act/ rules), Memorandum of payment to be signed by BGCL Site/ Section In-charge / Construction Incharge
- 3 Abstract of Payment, measurement sheets are to be signed by BGCL site/ Section Incharge/ his representative
- 4 BGCL spread in-charge / construction in-charge may also require to sign any other relevant documents as applicable from case to case.
- 5 NOC from sub-contractor, if any (deployed after getting approval from BGCL / PMC) regarding receipt of payment from contractor upto previous month.  
In case of final bill contractor shall be required to submit NOC & Indemnity Bond and also NOC from sub-contractor about receipt of full payment from the contractor.
- 6
- 7 Copy of Hindrance register for the specified period (RA Bill period) dully signed by contractor /PMC/BGCL/ to be submitted alongwith RA Bill.

FOR CONTRACTOR

FOR PMC / BGCL



बंगाल गैस कंपनी लललिटेड BENGAL GAS COMPANY LIMITED  
(गेल एवि जीसीजीएससीएल का संयुक्त उद्ये) (A JV Company of GAIL and GGSCL)

**SECTION-IV**

**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**PROCUREMENT OF WORKS**



GENERAL CONDITIONS OF CONTRACT  
FOR  
PROCUREMENT OF WORKS

**Bengal Gas Company Limited**

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**SECTION-I DEFINITIONS**

**1. Definition of Terms:**

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/BGCL means Bengal Gas Company Limited, a public limited company, incorporated under the Company's act 2013 and having its Registered office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the BGCL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means ----- who are the consulting engineer to the Employer for this project and having registered office at-----  

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

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as\_ may be amplified or modified by the BGCL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from • and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in \_accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.1\3 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability **is over.**
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to

commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

## SECTION-II GENERAL INFORMATION

### 2. General Information

- 2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

- 2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

- 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively, the Employer at his discretion may endeavour to provide water to the Contractor at the Employe s source of supply

provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

- 2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at OQIY one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity **will** be admissible.
- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. **All** cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

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- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 **HP** will be allowed to be started direct on line. For motors above 3 HP and upto 100 **HP** a suitable Starting device • approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 **HP** slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the

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CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

- 2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

### SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

- 3. Submission of Tender:**
- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
  - 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
  - 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers; superscribing ["QUOTATION DO NOT OPEN" Tender for ----- Project of Bengal Gas Company Limited due for opening on \_\_\_\_\_]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.

#### 4. Documents:

##### 4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipments available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out\_ the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

- 4.2 All pages are to be Initialed: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER



or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

- 4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

- 4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

- 4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

- 4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

- 4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

- 4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date

## General Conditions of Contract

of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

- 4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Bengal Gas Company Limited, and that M/s Bengal Gas Company Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Bengal Gas Company Limited. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Bengal Gas Company Limited. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

### 5. Transfer of Tender Documents:

- 5.1. Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

### 6. Earnest Money:

- 6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender..(TWO MONTHS beyond the bid validity).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

- 7 Validity:**
- 7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.
- 8 Addenda/Corrigenda**
- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.
- 9 Right of Employer to Accept or Reject Tender:**
- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.
- Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 10 Time Schedule**
- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the terrier allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
- 11 Tenderer's Responsibility** 11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.
- 12 Retired Government or Company Officers** 12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.
- 13 Signing of the Contract:** 13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 14 Field Management & Controlling/Coordinating Authority:** 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.
- 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

- 15 Note to Schedule of Rates:**
- 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
- 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
- 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
- 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders Under Consideration:**
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by BGCL to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. BGCL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
- 17 Award of Contract:**
- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by BGCL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 BGCL will be the sole judge in the matter of award of CONTRACT and the decision of BGCL shall be final and binding.
- 18 Clarification of Tender Document:**
- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to BGCL in triplicate. BGCL will then

## *General Conditions of Contract*

issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by BGCL or its employee(s) or its representatives shall not in any way be binding on BGCL.

### **19 Local Conditions:**

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable BGCL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

### **20 Abnormal Rates:**

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

## SECTION-IV

## GENERAL OBLIGATIONS

### 21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

- 1) The Contract Agreement ;
- 2) The Letter of Acceptance;
- 3) The (Instructions to Bidders)ITB;
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract.



*General Conditions a/Contract*

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

- 21.2 Headings and Marginal Notes: **All** headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.
- 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership'\_ as the case may be.
- 22 Special Conditions of Contract:**
- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 23 Contractor to obtain his own Information:**
- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise



due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACTOR, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify any of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

**24 Contract Performance Security:**

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the contractor/sub contractor or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security, or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof.. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

**25 Time of Performance:**

25.1 Time for Mobilisation

The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened

will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 Time Schedule of Construction:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR'S operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

**26 Force Majeure:**

26.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

## 26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

## 27 **Price reduction schedule:**

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by  $\frac{1}{2}$  % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay\_ and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

**27.3 Bonus For Early Completion (\*)**

**27.3 BONUS FOR EARLY COMPLETION**

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(\*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

**28 Rights of the employer to forfeit contract performance security:**

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

**29 Failure by the contractor to comply with the provisions of the contract:**

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the \_date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events ii shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

**30 Contractor remains liable to pay compensation if**

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become



**action not taken under clause 29:**

exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

**31 Change in constitution:**

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

**32 Termination of contract**

32(A) **TERMINATION OF CONTRACT FOR DEATH:**  
If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such

assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C) TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Bengal Gas Company Limited. against any type of tender nor their offer will be considered by BGCL against any ongoing tender (s) where contract between BGCL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Bengal Gas Company Limited to such CONTRACTOR.

- |           |  |      |   |
|-----------|--|------|---|
| <b>33</b> | <b>Members of the employer not individually liable :</b> | 33.1 | No Director, or official or employee of the EMPLOYER/CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.  |
| <b>34</b> | <b>Employer not bound by personal representations:</b>   | 34.1 | The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.  |
| <b>35</b> | <b>Contractor's office at site:</b>                      | 35.1 | The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works. |



**36 Contractor's subordinate staff and their conduct**

- 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB- CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever

kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

**37 Sub-letting of works:**

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS;

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as **if** such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS;

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of

such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

**38 Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK , or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

**then** in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the

EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

**39 Contractor's responsibility with the mechanical, electrical, intercommunication system, airconditioning contractors anti other agencies:**

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractors and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER-IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.

- 40 Other agencies at site:** 40.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.
- 41 Notice:** 41.1 TO THE CONTRACTOR:
- Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.
- 41.2 TO THE EMPLOYER:
- Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S Bengal Gas Company Limited addressed to the HEAD/SITE-IN-CHARGE.
- 42 Right of various interests:** 42.1
- i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.
  - ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.
- 43 Patents and royalties:** 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT.is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. **In** the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under

which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

- 43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.
- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

**44 Liens:**

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.



- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.
- 45 Delays by employer or his authorised agents:**
- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.
- In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
- 46 Payment if the contract is terminated:**
- 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.

- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
  - a) Any and all completed works.
  - b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.
- 47 No waiver of rights:**
  - 47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
- 48 Certificate not to affect right of employer and liability of contractor:**
  - 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49 Language and measures:**
  - 49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
- 50 Transfer of title:**
  - 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
  - 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the



CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

- 51 Release of information:** 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.
- 52 Brand names:** 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements..
- 53 Completion of contract:** 53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
- 54 Spares:** 54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.
- Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.
- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

## SECTION-V PERFORMANCE OF WORK

- 55 Execution of work:** 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR .by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

- 56 Co-ordination and inspection of work:**
- 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.
- 57 Work in monsoon and dewatering:**
- 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.
- 58 Work on Sundays and Holidays:**
- 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.
- 59 General conditions for construction and erection work:**
- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
- 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of **WORK**. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

**60 Alterations in specifications, design and extra works:**

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

1. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived

from the items in this CONTRACT will be final and binding on the CONTRACTOR.

- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractors supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (±) 25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

Sl.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond(+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates

(The rates quoted for this increase shall be Valid).

- b) Beyond(-) 25% upto & inclusive of(-) 50%
- For reduction beyond 25%contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

**61 Drawings to be supplied by the employer**

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to. have studied the DRAWINGS and formed• an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

**62 Drawings to be supplied by the contractor:**

- 62.1 The drawings/data which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for \_\_\_\_\_  
(Name of Work)

Agreement  
No. \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)  
(ENGINEER-IN-CHARGE)

- 62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.
- 62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

**63 Setting out works:**

- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four comers of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their



efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

**64 Responsibility for level and alignment:**

- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.

**65 Materials to be supplied by contractor:**

- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or ii is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule\_ of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores.  
All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
- 67 Conditions for issue of materials:**
- 67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.



- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- vj) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost • according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's . inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.

**68 Material procured with assistance of employer/return of surplus:**

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid

condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

- 69 Materials obtained from dismantling:**
- 69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.
- 70 Articles of value found:**
- 70.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.
- 71 Discrepancies between instructions:**
- 71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.
- 72 Action where no specification is Issued:**
- 72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.
- 73 Inspection of works:**
- 73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at

which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR'S expense for carrying out such measurement or inspection.

- 73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

- 73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

**74 Tests for quality of work:**

- 74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

- 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of

ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

- 75 Samples for approval:**
- 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76 Action and compensation in case of bad work:**
- 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
- 77 Suspension of works:**
- 77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

- ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

**78 Employer may do part of work:**

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

**79 Possession prior to completion:**

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

**80 Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):**

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie 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 CONTRACTOR 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 CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion



of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

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

**81 Care of works:**

81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose

for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

**82 Guarantee/transfer of guarantee:**

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.



**83 Training of employer's personnel:**

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

**84 Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

**85 Indemnity**

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in

connection with any claim based on lawful demands of SUB-CONTRACTOR'S workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**86 Construction aids, equipments, tools & tackles:**

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

## **SECTION-VI CERTIFICATES AND PAYMENTS**

**87 Schedule of rates and payments:**

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderers shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes,

protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body}, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:

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

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

**88 Procedure for measurement and billing of work in progress:**

**88.1 BILLING PROCEDURE:**

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 BGCL shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM : Bengal Gas Company Limited has introduced Computerized Billing System whereby when the Bills are -submitted in BGCL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through BGCL's website.

**88.2 SECURED ADVANCE ON MATERIAL:**

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

**88.3 DISPUTE IN MODE OF MEASUREMENT:**

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

- 88.4 **ROUNDING-OFF OF AMOUNTS:**
- In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.
- 89 Lumpsum in tender:** 89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.
- 90 Running account payments to be regarded as advance:** 90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties
- 91 Notice of claims for additional payments:** 91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.
- 91.2 ENGINEER-IN-CHARGE shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry



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on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

- 92 Payment of contractor's bill:**
- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.
- 92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.
- 93 Receipt for payment:**
- 93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

## 94 Completion certificate:

### 94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

### 94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will, not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

### 94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and  
• 'covered' up work.
- iv) Certificates of final levels as set out for various works.



- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

<b>95 Final decision and final certificate:</b>	95.1	Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.
<b>96 Certificate and payments on evidence of completion:</b>	96.1	Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.
<b>97 Deductions from the contract price:</b>	97.1	All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt _of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

## **SECTION-VII TAXES AND INSURANCE**

<b>98 Taxes, Duties, Octroi etc:</b>	98.1	The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities
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now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 99 Sales tax/Turnover tax:** 99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.
- 100 Statutory variations** 100.1 Tenderer should quote prices inclusive of excise-duty and sales tax • applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BGCL. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BGCL.
- 101 Insurance:** 101.1 GENERAL  
CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:  
  
CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) 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.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR'S account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or

proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employers liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or

default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

vi) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-contractor's or from riots, strikes and civil commotion.
- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in- respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks .etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
  - e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
  - f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

**102 Damage to Property or to any Person or any Third Party**

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



under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

## SECTION-VIII LABOUR LAWS

### 103 Labour laws:

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK Under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident

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Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
  
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

**104 Implementation of Apprentices Act, 1961:**

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.



**105 Contractor to indemnify the Employer:**

105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

**106 Health and sanitary arrangements for workers:**

- 106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES**

**107 Arbitration:**

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer Bengal Gas Company Limited shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (BGCL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Kolkata, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in Kolkata, India.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the

Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. •

**108 Jurisdiction:**

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Kolkata, India for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Kolkata, India only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**SECTION-X SAFETY CODES**

**109 General:**

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

**110 Safety regulations:**

110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part

of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. >

- ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.
- 111 First aid and industrial injuries:**
- 111.1
- i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
  - ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
  - ii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.
- 112 General rules:**
- 112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.
- 113 Contractor's barricades:**
- 113.1
- i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-
    - a) Excavations
    - b) Hoisting Areas.
    - c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
    - d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
    - e) Rail Road unloading spots.
  - ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.
  - iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.
- 114 Scaffolding:**
- 114.1
- i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is

used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3. metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs • which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

**115 Excavation and trenching:**

- 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**116 Demolition/general safety:**

- 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- if) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
  - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
  - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with

## *General Conditions of Contract*

suitable railing and provided with warning signals or board to prevent accident to the public.

- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
  - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
  - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
  - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
  - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the



conditions under. which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v)• Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, •and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.



In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

- 117 Care in handling inflammable gas:** 117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder inflammable liquids/paints etc. as required under the law and/or. as advised by the fire Authorities of the EMPLOYER.
- 118 Temporary combustible structures:** 118.1 Temporary combustible structures will not be built near or around work site.
- 119 \_Precautions against fire:** 119.1 The CONTRACTOR will have • to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
- 120• Explosives:** 120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting Directly or indirectly therefrom.
- 121 Mines act:** 121.1 SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR.
- 121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of



the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all .the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise..

**122 Preservation of place:**

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

**123 Outbreak of infectious diseases:**

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineers requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

**124 Use of intoxicants:**

124.1 The • unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER**

*(To be executed on non-judicial stamped paper of appropriate value)*

WHEREAS BENGAL GAS COMPANY LIMITED (hereinafter referred to as BGCL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 1<sup>ST</sup> Floor, Block-A, Finance Centre, CBD Action Area- IIB, New Town, Pin-700161 has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) BGCL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BGCL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by BGCL to the CONTRACTOR, BGCL has required the CONTRACTOR to furnish to BGCL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGCL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to BGCL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to BGCL forthwith on demand in writing without protest or demur the value as specified by BGCL of the said material or item or part

thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with BGCL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

AND **THE CONTRACTOR** hereby agrees with BGCL that

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of BGCL arising hereunder upto and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BGCL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of BGCL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BGCL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by BGCL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BGCL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BGCL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated\_\_\_\_\_

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

## PROFORMA FOR CONTRACT AGREEMENT

LOA No.

Date \_\_\_\_\_

Contract Agreement for the work of \_\_\_\_\_ of Bengal Gas Company 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 Bengal Gas Company Limited hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

### WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form - part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

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

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



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.

Signed and Delivered for and  
on behalf of the CONTRACTORS.

Bengal Gas Company Limited

(NAME OF THE CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
\_\_\_\_\_  
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SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

## **SPECIAL CONDITIONS OF CONTRACT**

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## 1. **GENERAL**

- 1.0 Special conditions of contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of rates, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.1 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each with and into the contract so far as it may be practicable to do so.
- 1.2 Where any portion of the GCC is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the special conditions of contract are not possible of being reconciled with the provisions of GCC.
- 1.3 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.4 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/codes of practice for detailed specifications covering any part of the work covered in this Bidding on the contractor.
- 1.5 In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:
- i) Letter of acceptance alongwith statement of agreed variations.
  - ii) Fax / Letter of Intent / Fax of Acceptance
  - iii) Schedule of Rates as enclosures to letter of acceptance.
  - iv) Scope of work/Particular job specification
  - v) Drawings.
  - vi) Technical / Material Specifications.
  - vii) Special Conditions of Contract
  - viii) Instruction To Bidders(ITB)
  - ix) General Conditions of Contract
  - x) Indian Standards
  - xi) Other Applicable Standards
- 1.6 It will be contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards

Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

1.7 The requirements of any statutory body and authority like Indian boiler regulation, Tariff Advisory Committee, Chief controller of Explosives, etc, shall govern where these are more stringent than the requirements specified above.

1.8 Owner's representative means authorized representative of Owner (i.e. M/s BGCL) and / or Consultant (i.e. M/s LEPL).

## 2.0 **THE WORK**

### 2.1 **Scope of work**

The scope of work covered in this Contract will be as described in **Annexure-1** to SCC, Particular job specifications, Standard Specifications, Schedule of Rates etc.

### 2.2 **Scope of Supply**

The scope of supply covered in this Contract will be as described in **Annexure-2** to SCC, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc.

### 2.3 **Time schedule**

2.3.1 The work shall be executed strictly as per time schedule given in **Annexure-3** to SCC. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting, demobilization and completion in all respects to the satisfaction of the Engineer-in-Charge.

2.3.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This program will take into account the time of completion mentioned in 2.3.1 above.

2.3.3 Monthly/Weekly execution program will be drawn up by the Engineer-in-Charge jointly with the Contractor based on availability of materials, work fronts and the joint program of execution as referred to above. The contractor shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

2.3.4 Contractor shall give every day category-wise labour and equipment deployment report alongwith the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

### 2.4 **Measurement of Works**

In addition to the provisions of Clause 88.1 of the General Conditions of Contract and associated provisions thereof, the provisions of **Annexure – 4** to SCC shall apply.

## 2.5 **Terms of Payment**

Terms of Payment will be as specified in **Annexure – 5** to SCC.

## 2.6 **Temporary Works**

All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, temporary drains at the work site, preparing approaches to working areas, wherever required, for execution of the work, shall be the responsibility of Contractor.

## 2.7 **Temporary Fencing**

The Contractor shall, at his own costs and expenses, erect and maintain in good condition temporary fences and gates along the boundaries of the site assigned to him wherever required as per instruction of Engineer-in-charge. Wherever trenching is being done specially at crossing site near habitation and public movement. The contractor shall provide barricading as per sketch enclosed and provide proper night light as per requirement and to the satisfaction of EIC. The Contractor shall, except when authorized by the Engineer-in-Charge, confine his men, materials and plant etc. within the site of which he is given possession. The Contractor shall not use any part of the site for purpose not connected with the works unless prior written permission or consent of the Owner/Engineer-in-Charge has been obtained. Access to site shall be made only through the approved gateways. The Contractor shall maintain sufficient watchmen at site to the satisfaction of the Owner/Engineer-in-Charge.

## 2.8 **Contractor's Temporary Structure**

The Contractor may, at his own costs and expenses and subject to the approval of the Engineer-in-Charge and statutory authorities, construct offices, stores, workshop and remove the same as per the orders of the Engineer-in-Charge on completion of the contract. Whenever required the Contractor shall furnish such details of his temporary works as may be called for by the Owner/Engineer-in-Charge as to their safety and efficiency. The Owner/Engineer-in-Charge may direct those temporary works which he considers unsafe or, inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction, on maintenance of all the equipments and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Owner/Engineer-in-Charge, may if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow Owner/Engineer-in-Charge's direction/instruction.

## 2.9 **Statutory Approvals**

2.9.1 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from all concerned authorities in respect of pipeline crossing & all related works shall be the responsibility of the Contractor and the cost of the same shall be deemed to have been included in the quoted prices.



The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractor on production of documentary evidence.

Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

## 2.10 **Quality Assurance**

2.10.1 Bidder shall include in his offer the quality assurance programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of contract detailed quality assurance program shall be prepared by the contractor for the execution of Contract for various works, which will be mutually discussed and agreed to.

2.10.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

2.10.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the in the form of 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 at manufacturer's works and dispatch of materials.

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

2.10.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA /QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer- in-charge feels that contractor's QA/QC Engineer (s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of engineer-in- charge.

2.10.6 In case contractor fails to follow the instructions of Engineer –in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer –in –charge.

2.10.7 The contractor shall adhere to the quality assurance system as per LEPL specification enclosed in the bidding document as **Annexure-6**.

## 2.11 **Notice and Licenses**

The Contractor shall at his costs and expenses give to the Municipal or Panchayat, Police and other authorities all notices etc., that may be required in law to be given and obtain all necessary permissions and licenses etc., for temporary obstructions, enclosures and pay all fees, taxes charges etc. which may be leviable by such authorities for that purpose. The Contractor shall make good any damage to the adjoining property whether public or private.

## 2.12 **Working Hours**

Depending upon the requirements, time schedule/ drawn up programs and the target set to complete the job in time the works may have to continue beyond normal working hours to the extent of round the clock and on holidays also for which no extra claim shall be entertained.

## 2.13 **Responsibility of Contractor**

Preparing approaches and working area for the movement and operation or the cranes, leveling the area for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc.

The procurement and supply in sequence and at the appropriate time of all materials and consumables covered under Contractor's scope of supply shall be entirely the Contractor's responsibility. Contractor shall not use any of the equipment or materials issued to him by Owner for temporary works, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deduction at penal rates will be made from the Contractors bill for such quantities that are misused.

Contract Price is deemed to be inclusive of all expenses towards above responsibilities.

## 2.14 **Additional Works/Extra Works**

Owner reserve 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

## 2.15 **Compensation for Idle Time**

The owner shall make every reasonable effort to have the materials and working

front available so as not to delay laying activities. No idle time claim shall be entertained under any circumstances.

## 2.16 Power and Water Connection

The Purchaser/Consultant will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its usage charge or arrange the same from the other sources.

### 2.17 Penalties

- 2.17.1 In case of proper barricading is not provided, along the trench and pits, as per technical specification for laying of PE Pipeline, the work shall be immediately suspended till such time proper barricading as per the technical specification is provided and Rs. 1000.00 per case / location per day shall be levied as penalty till such time the barricading is provided. In case the contractor fails to provide the barricading for long time, at the discretion of Owner, the work shall be offloaded to some other agency at the risk and cost of the contractor.
- 2.17.2 In case the contractor fails to mobilise the HDD machine along with associated manpower, tools & tackles at site and fails to start the work within 10 days from the intimation received from Engineer-In charge, a penalty of Rs. 2500.00 per day will be deducted from Contractor's Running Bills.
- 2.17.3 If installation / work done by the contractor is not as per the standards and rectification of the same is not completed within the stipulated time, a penalty of Rs. 2000.00 per connection shall be levied on the contractor.
- 2.17.4 In case it is noticed and confirmed by the consultant /Third Party Agencies/Owner site – In Charge that any fusion jointing or conversion is being carried out by personnel other than approved/qualified technicians as per the technical specifications for laying of PE pipelines and technical specifications for installation of GI/Copper Pipes, Rs. 1000.00 per joint or conversion shall be levied and the person supervising the work shall be suspended from BGCL Site
- 2.17.5 Material reconciliation statement must be provided with each running bills.
- 2.17.6 Contractor is expected to complete no. of house hold connection monthly on prorate basis also with maximum permissible delay for 3 weeks. In case there is delay (attribute to Contractor) in achieving Minimum Monthly target after a grace period of 3 weeks, a penalty shall be embossed @ Rs. 100 per connection of delayed quantity.
- 2.17.7 In case Fusion machine with GPS facility is not available at site, a penalty shall be embossed @ Rs. 1000 per weeks per machine.
- 2.17.8 Contractor shall submit Route map with GPS Coordinates of pipeline laid every month (with maximum one-month backlog allowed), failing which 5% of the bill amount shall be put under hold.
- 2.17.9 Proper inspection of bought out items at site by LEPL/BGCL is to be ensured by contractor within 1 week from the date of arrival of material at site failing which

no amount will be certified against supply as well installation in RA bill.

- 2.17.10 Quarterly Closure Statement must be provided after every quarter end failing which a penalty of Rs. 5000.00 per week of delay will be deducted from Contractor's Running Bills. Format of Quarterly Closure Report will be provided by EIC.

**Depending upon site conditions, EIC can modify the various penalties and decision of EIC in this regard shall be final and acceptable.**

### 3.0 **CONSTRUCTION**

OWNER reserves the right to inspect all phases of Contractor's operations to ensure conformity to the SPECIFICATIONS. Owner will have Engineers, Inspectors or other duly authorized representatives, made known to the Contractor present during progress of the WORK and such representatives shall have free access to the WORK at all times. The presence or absence of an Owner's representative does not relieve the Contractor of the responsibility for quality control in all phases of the WORK. In the event that any of the WORK being done by the Contractor or any Sub-Contractor is found by Owner's representatives to be unsatisfactory or not in accordance with the DRAWINGS, procedures and SPECIFICATIONS, the Contractor shall, upon verbal notice of such, revise the work in a manner to conform to the relevant DRAWINGS, procedures and SPECIFICATIONS.

#### 3.1 **Rules and Regulations**

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.

#### 3.2 **Procedures**

Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Engineer-in-Charge in due time for approval. No construction activity shall commence unless approved by Engineer-in-Charge in writing.

#### 3.3 **Security**

The work being in protected area, entry into the work area shall be restricted and governed by issue of photo gate passes by the Security/CISF. The Contractor shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/gate pass for his staff and labour and entry and exit of his men and materials shall be subject to vigorous check by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.

#### 3.4 **Drawings and Documents**

- 3.4.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to

make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer- in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

3.4.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. LEPL shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

3.4.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

3.4.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.

3.4.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

3.4.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

### 3.5 **Excavation by blasting**

Excavation by blasting is not permitted wherever required in hard strata other mechanical tools shall be used.

### 3.6 **Construction Equipment & Mechanization of Construction Activities**

Contractor shall, without prejudice to his overall responsibility to execute and complete the Work as per specifications and time schedule, adopt as far as practicable, mechanized construction techniques for major site activities. However,

Contractor agrees that he will deploy the required numbers and types of the part & machinery applicable for different activities in consultation with the Engineer-In-Charge during execution of works.

The Contractor shall mechanize the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

Wherever Structural/Piping works are included in the scope, the Contractor's responsibilities shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and leveling the areas for assembly/erection to ensure effective mechanization on the works. The Contractor shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the Contractor may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same. It may be noted that all fabrication work shall be carried out in fully mechanized workshops to reduce site fabrication to minimum.

For speedy execution of work, Contractor shall also ensure use of computer software for at least the following:

- (i) Billing
- (ii) Planning & Scheduling
- (iii) Progress Reporting
- (iv) Material Control & Warehousing
- (v) Safety Records
- (vi) Resource Deployment
- (vii) Communication

Contractor further agrees that Contract price is inclusive of all the associated costs) which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

### 3.7

#### **Site Organization**

The Contractor shall provide all necessary superintendence during the design and execution of the Works and as long thereafter as the Engineer-in-Charge may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered and methods of preventing accident for the satisfactory and safe execution of the Work. The workmen deployed, by the Contractor should also possess the necessary license etc., if required under any law, rules and regulations.

Subject to the provisions in the Contract Document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the Work, Contractor shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of Work.

### 3.7.1 SUPERVISION

All construction work will be carried out as per direction of EIC, and this will be the primary point of contact between the Contractor and BGCL on site. All work will be issued and sanctioned through the EIC and site control exercised by site engineers. The Contractor shall ensure that technical quality standards are maintained, that construction is carried out cost effectively and that a good customer and public image is maintained for BGCL

The Contractor will appoint his own supervisors of minimum number instructed by EIC. These personnel will be responsible to the SE for monitoring construction standards and for ensuring that all detailed technical requirements are met on each and every job which is undertaken. The Contractor's supervisor(s) will have day to day liaison with the SE, and will provide the SE with technical reports and audits, and other management information as is required on work progress and construction quality standards.

The Contractor's supervisor shall have mobile telephones or pagers to ensure that they can be contacted at all times. The Contractor will also nominate one person who can be contacted if necessary out of hours, for the duration of the works. The Contractor's supervisor will have access to transport at all times to allow them to visit sites and attend meetings with BGCL as is required. The normal day to day issue of work instructions, communication between BGCL and the Contractor's supervisor and the SE. No deviation from the approved technical specification / issued construction drawings shall be undertaken without written approval of EIC.

### 3.8 Health Safety and Environment (HSE) Management

After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.

The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released until he complies with the instructions to the full satisfaction of Engineer-in-charge.

The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per BGCL Specification and General Conditions of Contract.

It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and BGCL Ltd's safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under supervision of BGCL. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

### 3.9 General Guidelines During and Before Erection



3.9.1 The Contractor shall be responsible for organizing the lifting of the structural element, equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other structures/ equipments are kept open.

3.9.2 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be Supplied and installed by the Contractor as required till the installation work is satisfactorily completed.

Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

3.9.3 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines shall be fulfilled by the Contractor.

3.9.4 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained.

Verticality shall be maintained. Verticality shall be verified with the Theodolite / advanced instruments.

### 3.10 **Construction Photographs**

The Owner desires to have two sets of monthly progress reports with photographs showing the progress of construction. Before utilizing any photograph for publicity, the Contractor shall obtain prior approval of the Owner.

### 3.11 **Schedule of Labour Rates**

Schedule of Labour Rates attached as **Annexure-10** to SCC shall be used for analysing rates for extra items.

Schedule of equipment rates attached as **Annexure-11** to SCC shall be used for analysing rates for extra items.

### 3.11.1. **Construction Equipment**

Minimum construction equipment to be deployed is enclosed as **Annexure-8** to SCC. However, any other equipment required for completion of pipeline laying work but not specifically mentioned here, shall be deployed by contractor without any additional cost. The list of equipments mentioned in **Annexure-8** is the minimum to be deployed by contractor and contractor shall ensure the availability at site of listed equipments in good working condition.

### 3.12 **Specific Requirements**

Specific requirements spelt out in various technical parts of the Bidding Document shall be followed by Contractor.

### 3.13 **SITE CLEANING**

3.13.1 The BIDDER shall take care for cleaning the working site from time to time for easy



access to work site and also from safety point of view.

- 3.13.2 Working site should be always kept cleaned up to the entire satisfactions of the Engineer-in-charge.

Before handing over and work to owner, the BIDDER in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

### 3.14 **SURVEY OF WORK**

Before the WORK or any part thereof are begun, the Contractor's agent and the Engineer-in-Charge's representative shall together survey the SITE and decide the tentative route considering all obstructions on which the pipeline is to be laid and on which measurements of the WORK are to be based. Such particulars shall be plotted by the BIDDER and trial pits started thereon.

The Contractor shall be entirely responsible for the correctness of every part of the WORK and shall rectify any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

WORK shall be suspended for such times as necessary for checking lines and levels on any part of the WORK.

The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out to WORKS.

Before commencement of any activity, Contractor's quality control set up duly approved by company must be available at site.

### 3.15 **MANPOWER DEPLOYMENT**

- 3.15.1 Bidder shall meet the requirement regarding deployment of minimum skilled manpower as specified in the bidding document at **Annexure-9**.

#### 3.15.2 **Schedule of Labour & Equipment Rates**

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure- 10** to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.

- 3.15.3 Equipment Hiring / Recovery Rates attached as **Annexure-11** to SCC shall be used for analysing rates for extra items and recovery for non-deployment of equipment.

### 3.16 **PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER**

- 3.16.1 In case during execution, adequate front is not available at site, contractor may request for delayed mobilization of certain equipments / manpower and submit for approval of Engineer-in-charge.

- 3.16.2 Contractor shall maintain record of actual mobilization of each equipment and key personnel and offer the same to EIC on monthly basis.
- 3.16.3 In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved deployment of equipments and manpower, recovery shall be effected from contractor's running bills as certified by ENGINEER INCHARGE.
- 3.16.4 If found necessary, BGCL / LEPL may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at **Annexure-10 & Annexure- 11** to SCC respectively.
- 3.16.5 In case of early mobilization or additional mobilization of equipment as compared to required equipments to meet the schedule requirement. Contractor shall not be entitled for any extra claim.
- 3.16.6 An equipment and key personnel may be demobilized by the contractor on completion of its equivalent at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key manpower by the contractor will attract recovery as per rates specified in **Annexure-08& Annexure-09** to SCC.
- 3.16.7 Deduction under this clause is in addition to PRS applicable pursuant to GCC clause 27.0 and SCC Clause. The provision of GCC clause no. 27.0 shall have no bearing on this clause. The Contractor's maximum liability towards deduction for non-deployment of requisite minimum equipment & manpower shall be limited to 2.5% of contract price.
- 3.16.8 **In case PRS is not applicable to the contractor, then amount deducted on account of Non-deployment of equipments and manpower will be refunded to the contractor. However this waiver doesn't include penalties pertaining to deployment of manpower and machinery not meeting the technical criteria and other penalties like Penalty related to monthly target (2.17.6), Penalty related to GPS enabled fusion machine (2.17.7), Penalty related to submission of Route map with GPS Coordinates of pipeline laid (2.17.8), Usage of bought out items without any site inspection. (2.17.9).**
- 3.16.9 In case of final bill, contractor shall be required to submit NOC from subcontractor about receipt of full payment from the contractor.
- 3.16.10 Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor/ LEPL/ BGCL shall be maintained and submitted along with each RA bill.

#### 4.0 **TESTS, INSPECTION AND COMPLETION**

##### 4.1 **Tests and Inspection of Material under Contractor's Scope**

Inspection and test prior to shipment of material and at final acceptance shall be as specified in Technical Specification. However, without prejudice to the provision of Technical Specification following shall hold good.

The Owner/Consultant or its representative shall have the right to inspect or to test the material to conform their conformity to the specification.

If any inspected or tested material fail to conform the specification, the Owner/Consultant may reject them and the contractor shall either replace the rejected materials or make all the alteration necessary to meet the specification, free of cost to the purchaser/consultant.

The Purchaser / Consultant's right to inspect , test and where ever necessary reject the material after the material's arrival in the purchaser / consultant site shall in no way be limited to or waived by reason of the material having previously been inspected , tested and passed by the purchaser/ Consultant or their representative prior to the material shipment from the material supplier.

#### 4.1.1 **Tests and Inspection during execution**

The Contractor shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to the Owner.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall follow all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this Bidding Document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.

The Contractor shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.

Compressed air for carrying out works shall be arranged by the Contractor at his own cost.

For material supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the Owner at actual to the Contractor on production of documentary evidence.

Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in- Charge immediately.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents. Any work not conforming to execution drawings, specifications or codes shall be rejected and the Contractor shall carryout the rectifications at his own cost.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.

## 4.2 **Final Inspection during execution**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the Contractor will be notified by the Engineer-in-Charge and he shall make good the defects at his own cost and risk with utmost speed. If, however, the Contractor fails to attend to these defects within a reasonable time (time period shall be fixed by the Engineer-in-Charge) then Engineer-in-Charge may have defects rectified at Contractor's cost.

When these works are carried out at the risk and cost of the Contractor, the Engineer-in-charge would recover the actual cost incurred towards labour, supervisions and material, consumables or otherwise, plus 100% towards overheads from any pending bill of the Contractor or the security deposit.

## 4.3 **Documentation**

### 4.3.1 **As - Built Drawings**

Notwithstanding the provisions contained in standard specifications, upon completion of commissioning, the BIDDER shall complete all of the related approved drawings along with bill of materials to the "AS BUILT" stage provide to a **scale of 1:200** and submit to BGCL, the following:

- a) One complete set in reduced size (279 mm x 432 mm).
- b) One complete set of Soft Copy in CD of all original drawings.
- c) Four complete sets of approved prints in A2 / A3 sizes.

### 4.3.2 **Completion Document**

The following documents shall be submitted in hard binder by the BIDDER in FOUR sets, as a part of completion documents:

- a) Copies of the Inspection reports, Laying Graphs, HDD Profiles (IF ANY) and valve pit drawings (IF ANY).
- b) Pre testing, final Hydrostatic / pneumatic and other Test results and reports.
- c) Consumption statements of PE / GI certified by Owner's Site Engineer.
- d) Final Material Reconciliation, stores issue & return statements
- e) All other requirements as specified in the respective specifications.
- f) Completion Certificate issued by Owner's Site Engineer.
- g) No claim certificate by the BIDDER.
- h) Completion certificate for embedded and covered up works wherever applicable.

- i) Recovery statement, if any.
- j) Deviation statement.
- k) Statement for reconciliation of all the payments and recoveries made in the progress bills.
- l) Copies of deviation statement and order of extension of time, if granted.
- m) Any other contractual documents required on completion.
- n) Total list of houses in the area allotted to him giving details of connections provided & reasons where connection could not be given / completed.
- o) The details recorded in measurement cards of every domestic house.
- p) Details of houses where extra piping done along with materials used.
- q) Total material consumption report.
- r) Material reconciliation with respect to the materials issued.
- s) Test reports & test certificates of gauges etc.
- t) Any other documents / records required.

#### 4.4 **Statement of Final Bills-Issue of No Demand Certificate**

The final bill of Contractor shall be accompanied by no-demand certificate from the following departments of the Owner:

- i) Administration & Personnel Department regarding vacation of land, housing accommodation, recovery of tents etc.
- ii) Fire and Safety Officer and CISF. (IF REQUIRED)

The Contractor shall obtain such no-demand certificates from the concerned authorities and furnish the same to the Engineer-in-Charge.

#### 4.5 **Issue and Reconciliation of Material**

Refer **Annexure-7** to SCC for details.

#### 4.6 **GOVERNMENT OF INDIA NOT LIABLE**

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer 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 Employer is 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 claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

## **5.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER(if applicable))**

5.1 Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, Income Tax, and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Employer for record.

## **6.0 LIMITATION OF LIABILITY**

Add the following at the end of clause no.32 of GCC

6.1 The final payment by the Employer/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 Employer/Consultant.

## **7.0 DEFECT LIABILITY PERIOD (DLP)**

In partial modification to clause no. 18 of GCC, following shall be defect liability period for tendered Services/ works:

The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie 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 CONTRACTOR 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 CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER IN CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and

Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER."

## **8.0 CONTRACT PERFORMANCE GUARANTEE**

Please refer clause no. 37 of ITB (Vol. I), clause no. 9.0 of GCC (General Condition of Contract) & Bid Data Sheet (BDS).

In addition to above, following will also apply:

- a) In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- b) The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and compensation for the works performed shall be payable upon such termination.
- c) Upon completion of the Works as per Completion Schedule stipulated in Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract. Contractor shall also arrange for the Performance Guarantee to remain valid until expiration of the guarantee period for entire works covered under the contract.
- d) In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer/Consultant may without prejudice to any other right or remedy available to the Employer/Consultant, operate the Bank Guarantee to recover the Compensation for delay. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

## **9.0 TAXES, DUTIES AND LEVIES IN INDIA**

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the

wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative subdivision thereof. The prices shall also be inclusive of all taxes/ Trade tax/ turnover tax as applicable.

- 9.2 Employer shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.
- 9.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.
- 9.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.
- 9.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

## **10. SUBSEQUENT LEGISLATION**

- 10.1 All duties, taxes (including trade tax/ turnover tax/GST as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the BGCLLtd's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

## **11. STATUTORY VARIATION IN TAXES & DUTIES**

Refer ITB.

## **12.0 INCOME TAX & CORPORATE TAX**

Refer clause no. 42 of ITB.

## **13.0 VOID**

## **14.0 CUSTOMS DUTY ON CONSTRUCTION EQUIPMENTS**



- 14.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.
- 14.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer, the Employer may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer, of the like amount in the form and from a Bank in India approved by the Employer.
- 14.3 If for any reason the Employer is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer pay the same to the Employer, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer, by the Contractor in favor of the Employer for an amount equivalent to amount of custom duty.
- 14.4 The obligations undertaken and/or any bond or facility provided by the Employer to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Employer up to the date of recovery in full.

## **15 ISSUE OF CERTIFICATE- PERTAINING TO IMPORT**

BGCL shall not provide any kind of certificate.

## **16.0 IMPORT LICENCE**

- 16.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Employer shall not provide import license.

## **17.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS**

- 17.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the 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.

## **18.0 INTELLECTUAL PROPERTY**

18.1 Neither Employer nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

## **19.0 FIRM PRICE**

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

## **20.0 WORKS CONTRACT**

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

## **21.0 PROVIDENT FUND ACT**

21.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves 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 the RPFC for the preceding months.

## **22.0 MOBILIZATION ADVANCE – Not Applicable for this tender.**

## **23.0 TERMS OF PAYMENT**

23.1 Basis and terms of payment for making “On Account Payment” shall be as set out in **Annexure-5 to SCC.**

## **24.0 COMPENSATION FOR EXTENDED STAY- Refer ITB & BDS.**

## **25.0 COORDINATION WITH OTHER AGENCIES**

25.1 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 Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

**26.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's –REFER ITB.**

**27.0 ROYALTY**

27.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer for all the items involving Royalty.

**28.0 THE FACILITIES FOR WORKMEN**

28.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor & any other, as required by law at the time of execution.

- Arrangement of first aid
- Arrangement for clean drinking water.
- Toilets
- Canteen where tea & snacks are available
- A crèche where 10 or more women workmen are having children below the age of 6 years.

**29.0 ARBITRATION**

As per ITB

29.1

**30.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM**

30.1 The Contractor shall follow the specifications with respect to Project Planning, Scheduling and Monitoring system as giving in Bidding Document.

**31.0 CHECKING OF LEVELS**

31.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

31.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

**32.0 STORAGE FACILITIES**

32.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

**33.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)**

Refer Clause no. 40 of ITB.

**34.0 BANK GUARANTEES**

**34.1** The provision relating to submission of Bank Guarantee from any Nationalized Bank wherever appearing in above documents stand replaced by the following:

- i) Bank guarantees towards Bid Security from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder, may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.1000 Million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- ii) Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.1000 Million and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

**35. VOID**

**36. COMPUTERIZED CONTRACTORS BILLING SYSTEM**

36.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

36.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by BGCL / LEPL. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to BGCL / LEPL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

36.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

**37. ORDER PLACEMENT OF BOUGHT OUT ITEMS**

The contractor is required to place firm order for all bought out items of adequate quantity (including 1<sup>st</sup> lot in those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) within 30 days from the date of placement of order, failing which owner reserves the right to procure the same at the risk & cost of the contractor. However the contractor shall always take prior approval

of owner and consultant for items required to be procured.

Further lots (for those cases where items are required to be procured in more than one lot, if so stated in SOR/ SCC) shall be procured after suitable period so as to ensure adequate availability of material at site through out the execution period).

Proper inspection of bought out items at site by LEPL/BGCL is required to be ensured by contractor within 1 week from the date of arrival of material at site failing which no amount will be certified against supply as well as installation in RA bill.

### **38. REQUIREMENTS FOR CONTRACTOR AT SITE**

- 38.1 Contractor shall establish site office in the respective areas with adequate facilities like tables, chairs, telephone, and computer with mailing facility etc. for effective communication and documentation.
- 38.2 Contractor shall provide as and when required a wagon(s) suitable for soil removal, for the delivery or reinstatement materials and for the transport of pipe to and from site.
- 38.3 Contractor shall supply transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site, this vehicle will also be fitted with a tow bar suitable for the towing of a mobile air compressor or pipe trailer.
- 38.4 Contractor shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meeting with BGCL/ LEPL & other authorities or customers as required, without any undue delay.
- 38.5 Contractors shall provide cell phones to their supervisors for day to day communication with BGCL/ LEPL and site representatives of BGCL/ LEPL.
- 38.6 The RCM/ site in-charge must be a permanent employee of the contractor having desired qualification and work experience, Any change in key persons working at site shall be informed to the Owner promptly.
- 38.7 Owner will not allow switching/ swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.

### **39. COMPLIANCE WITH LAWS**

- 39.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
  - ii) Payment of Wages Act.
  - iii) Minimum Wages Act.
  - iv) Employer's Liability Act.
  - v) Factory Act.
  - vi) Apprentices Act.
  - vii) Workman's Compensation Act.

- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xiii) PNGRB Act.

**40. NOTES TO SCHEDULE OF RATES (SOR)**

- i) The SOR items would be operatable as per job requirement.
- ii) The quantities stated in SOR are tentative and may vary considerably on ± side depending upon site condition, methodology adopted as per site requirement. The payment will be made as per actual certified Measurement at site and as instructed by EIC.
- iii) The scope as mentioned in the SOR is of **indicative nature only** and shall include all activities as detailed in the relevant clauses of the specifications attached and other relevant documents enclosed with tender.
- iv) Any other materials & activities not mentioned/covered in SOR, but otherwise required for satisfactory completion/safety of work as defined in tender has to be supplied /done by contractor with in the specified schedule at no extra cost to owner.
- v) **Void**

**41.0 Insurance**

All kind of Insurances including transit Insurance shall be borne & arranged by the bidder in line with clause no. 15 of GCC&clause no. 16 in Particular Job specification. Price quoted in SOR shall be inclusive of this cost.

**42.0 COMPENSATION FOR DELAY/ PRICE REDUCTION SCHEDULE (PRS) FOR ANY DELAY**

42.1 Clause No: 27.0 of GCC, pertaining to Price Reduction Schedule stands modified to the following extent:

In case contractor fails to complete the work awarded by Engineer in charge within stipulated period, then unless such failure is due to force majeure as defined in this tender document or due to Owner's default , the contractor shall pay to owner by way of compensation for delay and not as penalty, @1/2% of value of the job per week or part thereof allotted by Engineer In charge subject to a maximum (ceiling) of 5% of total work order value. The decision of Engineer in Charge in the regard of applicability of price reduction schedule shall be final and binding on bidder.

The price reduction schedule, as given above, to be made applicable against individual release order with specific delivery period and not on the total ARC

value. The value referred in PRS clause is excluding taxes and duties reimbursable by BGCL.

The total liability of the Contractor to Employer/ Consultant under sub clause no. 42.1.i on PRS shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability (ies) other than above shall be as per provisions of Bidding Documents.

**43.0 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, BGCL 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.

**44.0 SUB-LETTING OF 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.

**45.0 BONUS FOR EARLY COMPLETION - Not applicable for this tender**

**46.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.**

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of BGCL Limited.

**47.0 WAY BILL / ROAD PERMIT:** Shall be issued by Owner only for transportation of free issue material from one state to another.

**48.0 LOCAL EMPLOYMENT**

In order to encourage local employment, contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

**49.0 COMPLETION CERTIFICATE**

Engineer-in-charges against the contract shall be RCM of PMC,

The completion certificate shall be issued by BGCL upon recommendation of the EIC.

The provisions of GCC are modified to this extent.

**50.0 ANNUAL RATE CONTRACT CONDITIONS:**

50.1 The ARC contract shall be valid for 2 Years from the date of issuance of Fax of Acceptance (FOA).

50.2 OWNER can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract.

50.3 Void.

50.4 Separate release order (s) will be placed for required work during the validity of Rate Contract. Price Reduction Schedule for delay in completion, Defect Liability Period and contract value for Limitation of Liability will be applicable for each order (i.e. Release order) separately.

Completion period will be counted from date of release of order (letter of intimation).

50.5 Owner envisages that there can be more than one front / section for Welding / Lowering of Pipes at a time, accordingly contractor shall be required to work for the all front / sections simultaneously and each front / section shall be dealt exclusively separate so that project(s) schedule can be adheres to and completed on or before the date of completion.

50.6 Quantity in SOR is estimated and payment will be made on actual work done basis based on release order (s) issued.



## ANNEXURES TO SCC

### CONTENTS

Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement of Work
Annexure-5	:	Terms of Payment
Annexure-6	:	Quality Assurance
Annexure-7	:	Conditions for issue & reconciliation of material
Annexure-8	:	Minimum no. of Construction equipment to be deployed
Annexure-9	:	Minimum no. of skilled manpower to be deployed
Annexure-10	:	Schedule of Labour Rate
Annexure-11	:	Schedule of Equipment Hourly Rental Rate

# **SCOPE OF WORK**

**(ANNEXURE-1 TO SPECIAL CONDITIONS OF  
CONTRACT)**

## ANNEXURE-1 TO SCC

### 1.0 **SCOPE OF WORK**

Scope of work shall be as detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

# **SCOPE OF SUPPLY**

**(ANNEXURE-2 TO SPECIAL CONDITIONS OF  
CONTRACT)**

## **ANNEXURE-2 TO SCC**

### **1.0 SCOPE OF SUPPLY**

#### **1.1 Owner's Scope of Supply (Free Issue Item)**

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

In order to speed up the project Free Issue Materials on replacement basis shall be issued to the Contractor from the designated store(s) of BGCL Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

PE pipe and GI pipe of various length which are not in scrap category as per SCC clause (Annexure-7, point no. 1.6), owner can issue such pipe length to contractor for laying & installation purpose.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as **Annexure-7** to Special Conditions of Contract.

#### **1.2 Contractor's Scope of Supply**

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

# **TIME SCHEDULE**

**(ANNEXURE-3 TO SPECIAL CONDITIONS OF  
CONTRACT)**

### **ANNEXURE-3 TO SCC**

#### **TIME SCHEDULE**

The work is to be carried out on **Annual Rate Contract Basis of Two (02) years** from the date of issuance of Fax of Acceptance.

**750 nos. of connection:** 06 (Six) Week from the date of issue of release order or intimation.

#### **For PE laying**

PE Pipeline Length	Time Schedule
Minimum 5 Kms and upto 20 Kms	From date of intimation – Three (3) months for Laying & Testing And One (1) month for commissioning.

**Note:** The above time schedule is inclusive of mobilization period.

- 1) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
- 2) It should be noted that the period of construction given above includes preparation of drawings (if required), procurement and supply of materials including their inspection & testing, mobilization at site, construction, laying, fabrication, erection inspection, testing, rectification (if any), pre-commissioning, commissioning and demobilization works etc. complete in all respects to the entire satisfaction of Owner/ Engineer-in-charge.

**(STAMP & SIGNATURE OF BIDDER)**

**MEASUREMENT OF WORK**  
**(ANNEXURE-4 TO SPECIAL CONDITIONS OF**  
**CONTRACT – TECHNICAL)**



## **ANNEXURE-4 TO SCC**

### **MEASUREMENT OF WORK**

#### **1.0 GENERAL**

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by PMC Engineer. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate. 3-5% checking of measurement work shall be by BGCL engineer.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

- |      |        |   |           |
|------|--------|---|-----------|
| i)   | Weight | : | MT or Kg  |
| ii)  | Length | : | M (Meter) |
| iii) | Number | : | No.       |
| iv)  | Volume | : | Cu.M      |
| v)   | Area   | : | Sq.M      |

#### **2.0 PIPING**

- 2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of fittings, bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

#### **3.0 FOR PIPELINE CROSSINGS BY HDD (if required) / BORING / MOLING METHOD**

Payment shall be made as specified in SOR, PJS and Technical Specification.

**TERMS OF PAYMENT**  
**(ANNEXURE-5 TO SPECIAL CONDITIONS OF**  
**CONTRACT)**

## **ANNEXURE-5 TO SCC**

1.0

### **TERMS OF PAYMENT**

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative monthly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

The Contractor has to raise the RA bill on monthly basis and payment shall be made as per the following terms:

#### **For SOR item 1.0. to 1.1B**

75%	In continuous stretches of minimum 100 Mtrs. including trench less laying or total scope whichever is less after completion of trenching, lowering, electro-fusion jointing of pipeline, back-filling and compaction for the complete stretch as per the scope of work.
5%	Testing of network, installation of Permanent Markers & Valve chambers.
10%	Pre-Commissioning of the system with Nitrogen at positive pressure or Commissioning with gas charging of the PE pipeline (case decided by EIC) and material re-conciliation.
10%	Submission of all documents, submission of NOC, Submission of As built drawings. Closure of contract, Submission of final bill.

#### **For SOR item 1.2**

75%	After Complete area wise restoration as per the standards (bidder may note that restoration work shall be carried out after successful testing and commissioning / gas charging in respective area).
15%	After obtaining NOC from respective local authorities / Third party agencies designated by land owning agencies.
10%	After Completion of all works and closure of contract.

#### **For SOR item 1.1a. 1.1b**

75%	Installation of casing & carrier pipe or only carrier pipe, electro- fusion jointing with main pipeline.
5%	After testing, backfilling of moling pits, restoration of pits.
10%	Pre-Commissioning with Nitrogen at positive pressure or commissioning / gas charging of pipeline (case decided by EIC).
10%	After submission of documents, submission of As – Built drawing, completion of all works and closure of contract.

**For SOR item 5.0,6.0,7.5,7.7,7.8,7.9,7.10,8.1,8.2,9.0**

90%	Upon supply and Complete installation of item's and all its associated work.
10%	After submission of documents and closure of contract.

**For SOR item 1.5. 1.6 1.7**

50%	Upon supply of items including all Accessories and acceptance of supplied items at site.
40%	Upon Complete installation of item's and all its associated work.
10%	After submission of documents and closure of contract.

**For SOR item 1.8**

Payment for the liasioning work shall be made for the actual length of network laid as follows:

50%	Payment on approval for the length applied
40%	Payment for the length applied shall be paid on the start of laying work.
10%	Payment along with final bill.

**For SOR item 1.1,1.11.3.1 to 3.11,7.6.**

90%	After completion of the work in all respects.
10%	After submission of documents and closure of contract

**For SOR item 2.1**

75%	Upon Complete installation of items and its associated work
5%	Testing of installations.
10%	Pre-Commissioning with Nitrogen at positive pressure or Commissioning with gas charging including all related activities (case decided by EIC).
10%	After submission of documents and closure of contract.

**For SOR item 7.1.1& 7.4**

75%	Completion of installation of pipes including all fittings, valves, etc.
5%	Testing of installations & painting.
10%	Pre-Commissioning with Nitrogen at positive pressure or Commissioning with gas charging including all related activities (case decided by EIC).
10%	After submission of documents and closure of contract

**For SOR item 7.3, 7.4 & 7.6**

75%	Upon Complete installation of Items and its associated work
-----	---

15%	Testing of installations and Pre-commissioning with Nitrogen at positive pressure or commissioning with gas charging including all related activities (case decided by EIC).
10%	After submission of documents and closure of contract

**For SOR item 7.4(b), 7.5**

35%	supply of all associated items & its Accessories and acceptance of supplied items at site.
40%	Upon Complete installation of Items and its associated work
15%	Testing of installations and Pre-commissioning with Nitrogen at positive pressure or commissioning with gas charging including all related activities (case decided by EIC).
10%	After submission of documents and closure of contract

2. Any other work (Not mentioned above)
  - a) Completion of individual work as per SOR including supply (wherever applicable): 90%
  - b) Completion of all activities and their acceptance submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order: 10 %

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation/ requirement and recommendation by EIC and approval of construction in-charge.

**3. Payment Methodology**

- I. The Contractor shall raise invoices on monthly basis. Bidder shall enclose all documents as per checklist issued by BGCL/ LEPL including during Kickoff meeting
- II. The payment of the contractor will be released within 15 days from the date of receipt of complete invoice as per terms and condition of the contract.
- III. Employer will release payment through e-payments only as detailed in bidding document.

- IV. All payments against running bills are advance against the work and shall not be taken as Final acceptance of work / measurement carried out till the final bill.
- V. Further break-up of Lump sum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- VI. Successful bidder(s) to submit material reconciliation certificate along with each bill.
- VII. Bills shall be raised by contractor in line with check list attached in Tender document.
- VIII. As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.
- Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.
- Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement.
- IX. BGCL' PAN No. is AAICB1994M.
- X. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC)/PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the contractor within a period of 07 working days from submission of certified bill by PMC to BGCL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to BGCL.

**All bills are to be submitted through Central Dak System as under:**

1. All Bills should be submitted in a Closed Envelope.
2. Following details should be written on the cover of the Closed Envelope without fail:
  - Vendor Name & Vendor Code
  - Invoice Number with Date of Invoice
  - Invoice Amount
  - Name of the Engineer in Charge
  - Nature of Bill

**QUALITY ASSURANCE**  
**(ANNEXURE-6 TO SPECIAL CONDITIONS OF**  
**CONTRACT)**

(For details- Refer our Technical Specification No. MEC/S/05/62/66 of the same is enclosed in Vol.-II of tender document.)

# **CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL**

**(ANNEXURE-7 TO SPECIAL CONDITIONS OF CONTRACT)**



**ANNEXURE-7 TO SCC**

**1.0 CONDITIONS FOR ISSUE OF MATERIALS**

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable.

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The contractor shall bear all other cost including lifting, carting from issue points to work site/ contractor’s store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner’s storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

**1.6 Reconciliation of Owner supplied materials**

- 1.6.1 Every month, the contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-charge. On completion of the work the contractor shall submit “Material Appropriation Statement” for all materials issued by the Owner in the proforma prescribed by the Engineer-in-charge.

Waste materials like part lengths of pipes and other partly used items are the property of BGCL and must be returned to the store with the appreciate documentation so that they can be considered as part of the material reconciliation.

Item	Unaccountable	Scrap
Regulators & Meters	0%	0%
PE Pipes	2%	2% (less than 2.0 mtrs.)
GI Pipes*	2%	2% (less than 0.5 mtrs.)
Consumables	Discretionary	-

\* In case supplied by Owner

Unaccountable wastage / scrap shall be at actual as per site assessment subject to maximum as stated above.

The percentage allowance shall be accounted on the basis of final measurement book.

- 1.6.2 All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner’s designated store yard(s). In case the Contractor fails to do so/ or exceeds the limits of allowances specified above for scrap/ serviceable materials, then recovery for such

quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 125% of landed cost at the time of final bill/ closing of contract by Engineer-in-charge shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment/ weighment/ measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials.

- 1.6.3 Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage / scrap etc. shall be accounted for during execution stage.

# **CONSTRUCTION EQUIPMENT TO BE DEPLOYED**

**(ANNEXURE-8 TO SPECIAL CONDITIONS OF CONTRACT)**

**ANNEXURE-8**  
**MINIMUM NO. OF CONSTRUCTION EQUIPMENT TO BE DEPLOYED**

Sl. No.	Description of Item	Qty. to be Deployed* for Kolkata GA ( by each Contractor)
i.	Electro-fusion machine with <b>Bar Code, GPS antenna, Memory to store up to 2048 weld data, USB interface and control box with leads</b>	2
ii.	Moling Equipment	As and when required
iii.	PE Squeeze Tools for 20mm to 180mm Pipes	2
iv.	Universal pipe scrapper 20mm to 180mm / hand scrappers	2
v.	Tapping tools for PE service tees	2 sets of all size
vi.	PE pipe cutter / Guillotine	2
vii.	Gas detection equipment, wherever required	As and when required
viii.	Cable and pipe locator	As and when required
ix.	PE closure plugs / test ends for 20mm to 1mm pipes	As and when required
x.	Towing heads	As required
xi.	Pipe alignment clamps, jointing of elbow, tee, top loading clamps for top tee	2
xii.	Pipe straighteners, re-rounding tools of all pipe sizes	2
xiii.	Jumping Jack compactor	As and when required
xiv.	Roller for asphaltting	As and when required
xv.	Water tanker	As and when required
xvi.	Hammer Drill	2
xvii.	Power Generator a) 5.5 kVA, b) 2.5kVA	1 2
xviii.	Piston Drill	As and when required
xix.	Conversion Kit	As and when required
xx.	Pneumatic Test Pumps	2
xxi.	Die sets for thread preparation	2
xxii.	Soldier Torch	4
xxiii.	Cleaning pads	4
xxiv.	Cleaning Brush	4
xxv.	Voltage Stabilizer	2
xxvi.	Calibrated Pressure Gauge (0-6 Bar)	4
xxvii.	Acetone/ H2O2 (pipe cleaner)	As and when required
xviii.	Harness belts & clamps	As and when required
xxix.	Water drainage pump	As and when required

**\*Number of equipment indicated hereinabove may be revised by Engineer In-charge for various sites depending on quantum of work and work front made available to the contractor. Any additional equipment requirement, whenever asked for by the Engineer In-charge, shall be deployed by the contractor at site without any additional cost to Owner.**

Notes:

- Any other equipment required for completion of pipeline laying work but not specifically mentioned hereinabove, shall be deployed by contractor without any additional cost to Owner. Contractor shall deploy above mentioned equipments in good working condition & properly calibrated.

2. Mobilization shall be considered complete only after equipments having quantity specifically mentioned hereinabove / quantity decided by engineer-in-charge on case to case basis at site are made available at site in good working condition as verified by EIC.
3. In case contractor fails to mobilize resources/ machinery as shown in Annexure 8 (Minimum no. of construction equipment to be deployed) a penalty of Rs. 25000 per week shall be levied and the same shall be deducted from monthly invoices of contractor.

**(SIGNATURE OF BIDDER)**

# **MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED**

**(ANNEXURE-9 TO SPECIAL CONDITIONS OF CONTRACT)**

**ANNEXURE-9**  
**MINIMUM NO. OF SKILLED MANPOWER TO BE DEPLOYED**

S.No	Description	Requirement
1	Resident Construction Manager /Section Incharge	1
2	Civil / Mechanical Engineer	1
3	Safety Officer	1*
4	Foreman/Supervisor	5*
5	Document Controller	1
6	Store Keeper/ Store in-charge	1
7	Fusion Operator/ Joints	2*
8	Skilled Workers (GI Plumber)	20*
9	NG Conversion Team	2*
10	Skilled Workers (Moling Team)	4*
11	Electrician	1*
12	Unskilled Workers (Labour)	40*

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

\_\_\_\_\_  
(SIGNATURE OF BIDDER)

NOTES:

1. RCM/Section Incharge should be posted at Site.
2. The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
3. The Manpower as identified above should have required qualification and adequate relevant experience. Contractor shall be required to submit bio-data of RCM, Engineer and Safety Officer. EIC shall have the right to not to accept any of them if found not fit for the work. Decision of EIC in this regard shall be final and binding.
4. This manpower is to be mobilized within 07 days of award of work.
5. \*The minimum no. of. skilled manpower to be deployed may however vary (increase/decrease) depending on availability of work front. The decision of EIC in this regard shall be final.
6. In case contractor fails to mobilize resources/ manpower as shown in Annexure 9 (Minimum no. of skilledmanpower to be deployed) a penalty of Rs. 25000 per week shall be levied and the same shall be deducted from monthly invoices of contractor.

# **SCHEDULE OF LABOUR RATES**

**(ANNEXURE-10 TO SPECIAL CONDITIONS OF CONTRACT)**



**ANNEXURE –10 to SCC**

**SCHEDULE OF LABOUR RATES**  
**(FOR EXTRA WORKS)**

Sl. No.	Classification Personnel	Rates in INR for 8 hours	Rate per Hour for OT, Sunday & Holiday
		Standard Time (Rs)	In Rs
1.	Engineer	2500/-	650
2.	Surveyor Foreman	2000/-	430
3.	Pipe Fitter	750/-	150
4.	Pipe Welder	750/-	150
5.	Gas Cutter	700/-	170
6.	Grinder	700/-	170
7.	Mason	650/-	120
8.	Plumber	650/-	120
9.	Carpenter	500/-	130
10.	Painter	500/-	120
11.	Electrician	600/-	150
12.	Cable Jointer	780/-	190
13.	Instrument Technician	1000/-	190
14.	Safety Officer	5000/-	750
15.	Document Controller	1000/-	300
16.	Store Keeper/Incharge	1000/-	300
17.	Rigger	400/-	110
18.	Watchman/Helper	250/-	80
19.	Concrete Mixer Operator	250/-	80
20.	Heavy Machine Operator	700/-	70
21.	Fusion Operation/ Jointer	500	120
22.	Civil labour (unskilled labour)	300	60

**(SIGNATURE OF BIDDER)**

**NOTES:-**

1. Above rates are final and Tenderer is to sign only without deviation.
2. The recovery rate shall be the rates provided above plus 20%

# **EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS**

**(ANNEXURE-11 TO SPECIAL CONDITIONS OF CONTRACT)**

**ANNEXURE-11 TO SCC**

**EQUIPMENT HOURLY RENTAL RATES FOR EXTRA WORKS**

SL. NO.	DESCRIPTION OF EQUIPMENT	HOURLY RENTAL RATES FOR EXTRA WORKS INCLUDING CONSUMABLES
1)	Dozers	Rs. 4500/-
2)	Excavator	Rs. 7000/-
3)	Moling machine	Rs. 1200/-
4)	Compressors 210 CFM	Rs. 2000/-
5)	Dewatering Pumps	Rs. 800/-
6)	Fusion Jointing Machine	Rs. 1000/-
7)	Diesel operated power generators	Rs. 3000/-
8)	Gas cutting set with cylinders	Rs. 350/-
9)	Compressor 600 CFM Capacity	Rs. 2500/-
10)	Trucks	Rs. 2000/-
11)	Car/Jeep	Rs. 800/-
12)	Pipe beveling m/c	Rs. 150/-
13)	Tractor with trolley	Rs. 600/-
14)	Tripod with 5 Tons Chain Pulley Block	Rs. 300/-
15)	Pipe Trailer (FB/ Semi Low Bed)	Rs. 3500/-
16)	Dumper	Rs. 1500/-
17)	Concrete mixer 0.25 to 0.40 cum with hopper	Rs 150/-
18)	Required Capacity HDD rig with rock drilling tools along with accessories and including Operator and helper	Rs 6250/-

**NOTES:-**

- 1) Rates are final and Tenderer is to sign only without deviation.
- 2) Rates are inclusive of operators / drivers as applicable
- 3) Rates are inclusive of contractor's overhead & profit
- 4) The recovery rate shall be the rates provided above plus 20%

**(SIGNATURE OF BIDDER)**



## **STANDARD CONDITIONS OF SCC: PART II**

### **Compliances under various Labour Laws**

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

#### **1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)**

##### **1.1. Minimum Wages:**

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage Period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of BGCL.

**Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:**

Deduction of Absence = days of absence X applicable wage rate.

##### **1.2. Payment of Wages:**

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of BGCL. After disbursement of wages, the representative of the Contractor and EIC/ authorized representative of BGCL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

##### **1.3. Payment of Bonus:**

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali



festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

## 2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ *Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.*

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : 10 days Casual leave., 14 days Privilege leave & 7 days sick leave.
- iii. *As per the Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965/Negotiable Instrument Act 1881/Shops & Establishment Act (as applicable)*: (a) three national holidays of one whole day each on the 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed. However, it will be as per West Bengal State.

## 3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR along with proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Commonchallans would not be acceptable in BGCL.** The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling ( i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contributions shall be limited to the prescribed monthly wage ceiling notified from time**



to time (i.e. Rs. 15,000/- currently).

- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o. the “International Workers” and must register on the **International Worker Portal of EPFO**.

#### **4. The Employees’ State Insurance Act, 1948 (If applicable and as per prevailing rates)**

- a) The Contractor shall have his own ESI code No. allotted by Employees’ State Insurance Corporation(ESIC) as required under the Employees’ State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for theresource(s) engaged by him from the Corporation.

#### **5. The Employees’ Compensation Act 1923 (wherever applicable)**

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employees’ Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under **Employee’s Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs.3 Lakhs per resource covering his/her spouse and two children**.

#### **6. Group Personal Accident Insurance Policy**

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

#### **7. The Payment of Gratuity Act, 1972**

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from BGCL.

#### **8. The Contract Labour (R&A) Act, 1970**

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.



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- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
  - d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
  - e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e- banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of BGCL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
  - f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken.** Further BGCL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
  - b) The Maternity Benefit Act, 1961
  - c) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
  - d) Contract Labour (R&A) Act-1970
  - e) Employees' Provident Fund & Misc. Provisions Act- 1952
  - f) Employees' State Insurance Act-1948
  - g) Employees' Compensation Act, 1923
  - h) Payment of Gratuity Act, 1972
  - i) Minimum of Wages Act, 1948
  - j) The Payment of Wages Act, 1936
  - k) The Payment of Bonus Act, 1965



## **STANDARD CONDITIONS OF SCC: PART III**

### **Responsibilities of the Contractor**

- 1 The Contractor shall be solely responsible and indemnify BGCL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
- 2 The Contractor shall indemnify BGCL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
- 3 The Contractor shall indemnify BGCL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against BGCL.
- 4 The Contractor shall also indemnify BGCL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 5 All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
- 6 **Age:** No resource below the age of **18 years** shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years.
- 7 **Appointment/Nomination of supervisor:**  

As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
- 8 A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
- 9 The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of BGCL while at the site/work. All existing and amended safety / fire rules of BGCL are to be followed at the work site by the Contractor and his deployed resource(s).
- 10 **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
- 11 In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BGCL from such liabilities.
- 12 The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / BGCL's Doctor.





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- 13 No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of BGCL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
- 14 While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
- 15 While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in BGCL** under the provisions of the Apprentices Act, 1961.
- 16 The Contractor is required to setup their office to maintain all Registers and other records at a place within a radius of **three kilometers of BGCL's registered office**.
- 17 Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
- 18 **Gate/ Entry Pass or Authorization:**  

Entry to the premises of BGCL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
- 19 The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
- 20 Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
- 21 **Police verification**
  - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in BGCL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
  - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of BGCL under this contract awarded to him.
  - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
  - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of BGCL and has come to the notice of BGCL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of BGCL.
- 22 While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.



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- 23 *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge periodically.*
- 24 *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal periodically.*



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## **STANDARD CONDITIONS OF SCC: PART IV**

### **Compliance of Government of India Directives**

#### **1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)**

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BGCL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to BGCL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

#### **2. Labour Identification Number (i.e. LIN) Registration (Mandatory)**

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BGCL.

#### **3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY)/ Aatmanirbhar Bharat Rozgar Yojana (ABRY)/Pradhan Mantri Garib Kalyan Yojana – if applicable**

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme/Aatmanirbhar Bharat Rozgar Yojana (ABRY)/Pradhan Mantri Garib Kalyan Yojana(as applicable). In service contracts, the Contractor shall inform BGCL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).



## **STANDARD CONDITIONS OF SCC: PART V**

### **Records and Registers**

#### **1. Maintenance of records and registers**

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

#### **2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at alltimes:**

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

#### **3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract**

##### **a) Immediately after issuance/receiving of Letter of Acceptance (LOA)**

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN) Registration** done in **Shram Suvidha Portal** of Govt. of India.

##### **b) At the time of submission of monthly bills**

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain



Registers under various Labour Laws Rules, 2017 ( to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorized person** in BGCL certifying as “*Certified that the amount shown in the column No has*

*been paid to the workman concerned in my presence on-----(date) at (place)”* along with **copy of bank statement** duly certified by bank and **copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment** as proof of as proof of **Cashless Transaction / Payment of wages through-banking/digital mode.**

- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate e-Challans / ECR**, bank receipts/bank statement in respect of resources deployed in BGCL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in details as per **Annexure- i.**
- v. Copy of Wage Slips in FORM XIX

c) **At the time of closure of contract**

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying BGCL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii.**
- ii. Copy of the **Wage Register** in **FORM – B** ( to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. *Proof towards PF KYC compliance of contract workers*

**5. Verifications of bills and documents submitted by the Contractor**

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of BGCL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, BGCL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.



**Annexure-i**

**Details in support of RA Bill for the Month of \_\_\_\_\_, 20\_\_**

1. Name of the Firm/Agency/Contractor \_\_\_\_\_
2. Nature of Contract: Job/ Service \_\_\_\_\_
3. Period of Contract: From \_\_\_\_\_ to \_\_\_\_\_  
(c) Extension Period of Contract, if any from \_\_\_\_\_ to \_\_\_\_\_  
(d) Place where contract workmen are working \_\_\_\_\_
4. Postal address of the Contractor: \_\_\_\_\_
5. Phone No. of the Contractor: \_\_\_\_\_
6. Fax No. and Email of the Contractor: \_\_\_\_\_
7. Name and Address of PF office from where EPF Code No. has been allotted: \_\_\_\_\_
8. EPF Code No. allotted by PF office: \_\_\_\_\_
9. Name and Address of ESIC office from where ESI Code No. has been allotted: \_\_\_\_\_
10. ESI Code No. allotted by ESIC office: \_\_\_\_\_
11. Labour License No. \_\_\_\_\_ dated \_\_\_\_\_
12. Validity period of Labour License from \_\_\_\_\_ to \_\_\_\_\_
13. Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

14. Copy of Wage Register in FORM – B ( to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
15. Details of deposit of contribution towards EPF:  
b) EPF Challan No. \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_
16. Details of Deposition of contribution towards ESI  
b) ESI Challan No. \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_
17. Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: (Yes / No)  
If Yes, No. of such Inter-state Migrant Workers: \_\_\_\_\_

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place: