



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

Tender for Hiring of Project Management Consultant (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/282/2015-16

VOLUME-I of II

Bid Document No. BGL/282/2015-16

REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/282/2015-16

Date: 07.05.2015

To,

- Project** : **Bhagyanagar Gas Limited's Project for CNG & City Gas Distribution for Kakinada.**
- Item** : **Tender for Hiring of Project Management Consultant0 (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada.**
- Pre Bid Meeting** : **1100 Hrs (IST) on 20.05.2015 at BGL office, Hyd.**
- Due Date & Time of submission of bid** : **27.05.2015 at 1500 hrs. (IST)**
- Date & Time of Opening Un-Price & Price Bid** : **27.05.2015 at 1600 hrs. (IST)**
- Address** : **Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh,
Hyderabad-500 004
Ph No.: 040-66566983
Fax No.: 040-66565081
E-mail: bonnyk.joseph@bglgas.com**
- Contact Person** : **Bonny K Joseph
Dy.Manager (C&P)**
- Validity of Offer** : **Minimum 4 months from the due date of submission of offer.**
- BID SECURITY DETAILS** :
- a) Bid Security Amount : **Rs 37,000/- (Rupees Thirty Seven Thousand Only)**
- b) Validity : **Minimum 6 months For Bank Guarantee or 3 Months for DD from the due date of submission of offer.**
- Mode : **Either in form of Account payee Demand Draft in favour of 'Bhagyanagar Gas Limited, payable at Hyderabad, Telangana state of India.**

Or

In form of Bank Guarantee as detailed in tender document.

Bid Document No. BGL/282/2015-16

Gentlemen,

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

2.0 Sealed tender under **Two-Bid System** are invited for **Hiring of Project Management Consultants (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada**. Sealed tender along with Bid Security should reach Bhagyanagar Gas Limited, Hyderabad on or before the due date and time at the address given above. The bidder should type the Bid format (enclosed) in their own letter without altering/changing the content.

3.0 **EVALUATION BASIS**

Bidders must quote for all the items of 'Schedule of Rates' of this tender. Please note that Owner intends to evaluate on estimated quantity basis and finalize the tender on the basis of overall minimum cost to BGL on no deviation basis.

4.0 **SEALING & MARKING OF BIDS**

Bids are invited for the item(s) in complete accordance with the Bid Document.

Bids should be submitted in sealed envelopes super-scribed with the Bid Document Number, due date and item, as follows:

Part – A : i) **UNPRICED BID (1 Original)** complete with all technical and Commercial details of offer. Each page of offer shall be signed & stamped by bidder.
ii) SOR, identical to Part-B of offer with prices blanked out and mentioned as Items Quoted/Not Quoted.
iii) Original Copy of tender document along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

Part - B : **ONLY PRICED BID IN DUPLICATE (WITH FULL PRICE DETAILS) EXACTLY AS PER 'SCHEDULE OF RATES'. NO OTHER DOCUMENT TO BE ENCLOSED.**

Part - C : The original Bid Security of requisite value must be enclosed in another separately sealed envelope duly super-scribed as 'Bid Security'.

The three SEALED envelopes, containing **Part-A, Part-B** and **Part-C** of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slip at Section 2 of this tender and shall bear the name and address of the bidder.

Bid Document No. BGL/282/2015-16

- 5.0 i) Bid Document calls for offers on single point “Prime Bidder” Responsibility basis. Bidders are therefore advised not to submit offers in “Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.
- ii) Order will be placed on the “Prime Bidder” alone who will be responsible for all contractual purposes. The status of all other vendors as may be referred/identified by the Prime Bidder in the offer, shall be that of sub-vendor/sub-supplier.

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

- 6.0 Bidder shall ensure that Bid Security having a validity of **6 months** from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.
- 7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail bids shall be rejected.
- 8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever.
- 9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 10.0 The bid opening shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed at section –5.
- 11.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION / EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 12.0 PLEASE ACKNOWLEDGE THE RECEIPT OF THE BID DOCUMENT AND CONFIRM YOUR INTENTION TO QUOTE OR NOT IMMEDIATELY. IN CASE YOUR ARE NOT INTENDING TO QUOTE THEN PLEASE GIVE REASONS AND ALSO PLEASE RETURN THE TENDER DOCUMENT TO US.

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- 13.0 BGL shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of Bids, including costs and expenses related with visits to the site.
- 14.0 If the bid due date happens to be a holiday in BGL, the next working day shall be considered for bid due date.
- 15.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before **5 days** of due date of submission of bid on the following address:-

Bonny K Joseph
Dy.Manager (C&P)
Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh, Hyderabad
Ph No.: 040- 66566983
Fax. No.: 040- 66565081
e-mail: bonnyk.joseph@bglgas.com

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,
FOR AND ON BEHALF OF
BHAGYANAGAR GAS LIMITED

Enclosure: Bid Document

(Bonny K Joseph)
Dy. Manager(C & P)

Note:

All the supporting documents required as per tender enquiry are to be filed properly.
No loose papers or attachments are allowed or entertained.

Bid Document No. BGL/282/2015-16

FORMAL DECLARATION OF OFFER

Tender for: Tender for Hiring of Project Management Consultants (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada.

I.....Certify that I am a person duly authorized to sign tenders for and on behalf of: Company Name.....and having read the tender documents, offer to provide services for as specified in the Request for Quotation

- Under the terms and conditions included in the Invitation to Tender documents;
- In accordance with the specification stated in the Invitation to Tender documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is agreed that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

It is confirmed that all and any management information which BGL may request from this company will be provided by the company within the stipulated time period.

Our offer is valid for _____ unless this period is extended by mutual agreement.

Authorized Signatory :

Name in BLOCK LETTERS :

Address :

Position in Company :

Tel Number :

Fax Number :

E-mail :

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SECTION – 1

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA (BEC): TECHNICAL:

Bidder should meet the following **Technical Criteria** of BEC:

1. The bidder in the last seven years should have provided engineering consultancy including design/procurement/ construction supervision in a single work order of minimum value of 10 Lakhs for fire protection system for any oil/gas installations for reputed Oil & Gas company(s).

Note: The bidders are required to submit the copies of following documents in support of above conditions of BEC:

- i. Copy of detailed Work/Purchase Order including Schedule of Rates (SOR) issued by their client to the bidder, attested by Notary Public with legible stamp.
- ii. The completion certificate/client certificate in respect of Work/ Purchase order submitted in support of BEC duly certified attested by Notary Public with legible stamp.

In absence of requisite documents, BGL/Consultant reserves the right to reject the bid without making any reference to the bidder.

SECTION – 2
CUT OUT SLIPS

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN KAKINADA.**

BID DOCUMENT NO : **BGL/282/2014-15**

ITEM : **Tender for Hiring of Project Management
Consultants (PMC) For Fire Protection
System & Associated Civil and Electrical
Works for CGS cum Mother Station at
Vakalpudi, Kakinada.**

DUE DATE & TIME : **27.05.2015 at 1500 HRS (IST)**

TO
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Telangana - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email:bonnyk.Joseph@bglgas.com

Kind Attn: Bonny K Joseph
Dy.Manager (C&P)

NAME:

ADDRESS

Bid Document No. BGL/282/2015-16

PART – A (Un Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN KAKINADA.**

BID DOCUMENT NO : **BGL/282/2014-15**

ITEM : **Tender for Hiring of Project Management
Consultants (PMC) For Fire Protection
System & Associated Civil and Electrical
Works for CGS cum Mother Station at
Vakalpudi, Kakinada.**

DUE DATE & TIME : **27.05.2015 at 1500 HRS (IST)**
TO
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Telangana - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email:bonnyk.Joseph@bglgas.com

Kind Attn: Bonny K Joseph
Dy.Manager (C&P)

NAME:

ADDRESS

(To be pasted on the envelope containing “Un Price Bid”)

Bid Document No. BGL/282/2015-16

PART – B (Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN KAKINADA.**

BID DOCUMENT NO : **BGL/282/2014-15**

ITEM : **Tender for Hiring of Project Management
Consultants (PMC) For Fire Protection
System & Associated Civil and Electrical
Works for CGS cum Mother Station at
Vakalpudi, Kakinada.**

DUE DATE & TIME : **27.05.2015 at 1500 HRS (IST)**

TO

**M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
ParishramBhavan,
BasheerBagh, Hyderabad,
Andhra Pradesh - 500004**

**Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081**

**Kind Attn: Bonny K Joseph
Dy. Manager (C&P)**

NAME:

ADDRESS

(To be pasted on the envelope containing “Priced Bid”)

PART – C (BID SECURITY)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN KAKINADA.**

BID DOCUMENT NO : **BGL/282/2014-15**

ITEM : **Tender for Hiring of Project Management
Consultants (PMC) For Fire Protection
System & Associated Civil and Electrical
Works for CGS cum Mother Station at
Vakalpudi, Kakinada.**

DUE DATE & TIME : **27.05.2015 at 1500 HRS (IST)**

TO
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Telangana - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email:bonnyk.Joseph@bglgas.com

Kind Attn: Bonny K Joseph
Dy.Manager (C&P)

NAME:

ADDRESS

(To be pasted on the envelope containing “Bid Security”)

SECTION 3

INSTRUCTIONS TO BIDDERS

Bid Document No. BGL/282/2015-16

INSTRUCTION TO BIDDERS

- 1 COST OF BIDDING
- 2 BID DOCUMENT
- 3 CLARIFICATION ON BID DOCUMENT
- 4 AMENDMENT OF BID DOCUMENT
- 5 LANGUAGE OF BID
- 6 DOCUMENTS COMPRISING THE BID/OFFER BY BIDDER
- 7 BID FORM
- 8 BID PRICES
- 9 BID SECURITY
- 10 PERIOD OF VALIDITY OF BIDS
- 11 FORMAT AND SIGNING OF BID
- 12 PREPARATION & SUBMISSION OF BIDS
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- 30 REPEAT ORDER
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INSTRUCTIONS TO BIDDERS (ITB)

ARTICLE - 1: COST OF BIDDING

- 1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 2: BID DOCUMENT

- 2.1 Bid document is on two volume i.e. Volume – I & Volume – II.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Bidding Documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The deviation (if any) is to be indicated in the format exception & deviation statement for clear identification. The deviation mentioned at other places in the offer shall not be considered by the Owner and therefore shall have ‘Null & Void’ status. 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. Bidder must return the Agreed Terms and Conditions (as applicable), duly filled in, along with the bid.
- 2.3 The services required, bidding procedure and Contract Terms are prescribed in the Bid Document. The Bid Document includes:
- A) VOLUME - I**
- i) Request for Quotation
 - ii) Instructions to Bidders (ITB)
 - iii) General Conditions of Contract (GCC)
 - iv) Brief Summary of Agreed Terms and Conditions (ATC)
 - Bidder’s General Information
 - Bid Form
 - Bid Security Form
 - Contract Form
 - Proforma for Contract Performance Security Bank Guarantee
 - Exception and Deviation Statement
 - Declaration Form
 - Proforma of Letter of Authority for Attending the Bid Opening
 - Proforma of Letter of Authority for Bid Negotiations and Signing the Agreement
 - Integrity Pack
- B) VOLUME – II**
- i) Special Conditions of Contracts
 - ii) Scope of Work
 - iii) Schedule of Rates / Price Schedule

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ARTICLE - 3: CLARIFICATION ON BID DOCUMENT

As stated in 'Request for Quotation'

ARTICLE - 4: AMENDMENT OF BID DOCUMENT

- 4.1 The OWNER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 4.2 The amendment will be notified in writing or by fax, e-mail to all prospective bidders who have received the bidding documents and fill form of Bid Document and will be binding on them.
- 4.3 In order to afford prospective bidders, to take the amendment into account in preparing their bids, the OWNER may, at its discretion, extend the bid due date.

ARTICLE - 5: LANGUAGE OF BID

- 5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and the OWNER shall be written in English language. Provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall Govern. Metric measurement system shall be applied.

ARTICLE- 6: DOCUMENTS COMPRISING THE BID/OFFER BY BIDDER

- 6.1 Each page of offer shall be signed & stamped by the bidder. Each format provided in the bid document shall be completely filled. The offer/bid prepared by the bidder shall necessary comprise the following:-
 - a. Bid Security
 - b. Bid Form as per format.
 - c. Agreed Terms & Conditions duly filled in as per format.
 - d. Documentary evidence establishing that the goods and services to be supplied by the Bidder conform to the Bidding documents.
 - e. Copies of documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership.
 - f. Details of the experience on supplies/works of similar nature executed. Copy of purchase/work order & completion certificate should be enclosed with the bid.
 - g. Exceptions & Deviations
 - h. ***Duly signed & stamped original bid document (Volume-I and Volume – II).***
 - i. Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
 - j. Copies of EPF & ESIC registration certificates.

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- k. Copy of Service Tax certificate and PAN.
- l. Any other information / details required as per bid document
- m. Any other information/ detail bidder may like to enclose.

All the supporting documents required as per tender requirement are to be filed properly. No loose papers or attachments are allowed or entertained.

ARTICLE - 7: BID FORM

7.1 The bidders shall complete the Bid Form as per format.

ARTICLE – 8: BID PRICES

- 8.1 The prices quoted by the Bidders will be inclusive of all taxes& duties.
- 8.2 The total price quoted shall be inclusive as dealt in various sections of the bid document. Prices will be quoted in strict compliance to the format given in the Schedule of rates.
- 8.3 Prices quoted by the bidder shall be firm (except statutory variation as per bid stipulation) and fixed during the bidder's Performance of the contract.
- 8.4 Prices shall be written both in words and figures.
- 8.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract Performance and will not be subject to variation on any account except for statutory variation in taxes and duties occurring during schedule delivery period of the contract.

ARTICLE - 9: BID SECURITY

- 9.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the RFQ. The bid security shall be in the form of DD / Bankers Cheque / Irrevocable Bank Guarantee.
- 9.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the security's forfeiture.
- 9.3 Any bid not secured in accordance with Article-9.1 may be rejected by the OWNER as non-responsive.
- 9.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 9.5 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to furnishing the Performance security.
- 9.6 The bid security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form; or

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- b) In the case of a successful bidder, if the bidder fails;
- i) To furnish Performance Security as per provision of the bid document.
 - ii) To accept as arithmetical corrections of its bid as per provision of the bid document.

- 9.7 Bid Security should be in favor of 'Bhagyanagar Gas Limited' and addressed to BGL and payable at Hyderabad. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number. The Bid Security shall be strictly in the form provided in the bid document.

This shall be in the form of Crossed Demand Draft or Bank Guarantee in favour of Bhagyanagar Gas Limited valid for a period of two months beyond the date of bid validity. Bank Guarantee shall be from any Indian scheduled commercial 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 having operation in India or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG 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.

ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

- 10.1 Bids shall be kept valid for **04 months** from the final bid due date. A bid valid for a shorter period may be rejected by the OWNER as non-responsive.

The bidder shall not be entitled during the aforesaid period of bid validity, without the consent in writing of the OWNER to revoke or cancel its Bid or to vary the Bid given or any term thereof. In case of Bidder revoking or canceling its Bid or varying any terms in regard thereof without the consent of the Owner in writing, the Owner shall forfeit the Bid security furnished by Bidder.

- 10.2 Notwithstanding para just above, the OWNER may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax, or e-mail. The bid security provided shall also be accordingly extended. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request without forfeiture of its bid security.

ARTICLE - 11: FORMAT AND SIGNING OF BID

- 11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy number of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in inelible ink and

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shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

- 12.1 One set of Bid Document including Bid form shall be issued to the Bidder. Documents in required number as mentioned in the Bid document shall be submitted along with the bid by the Bidder.
- 12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.
- 12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.
- 12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly super scribed as below:

Part-A: Un-price Bid

Part-B: Price Bid

Part-C: Bid Security in Original

12.5.1 PART-A: TECHNO-COMMERCIAL or UNPRICED BID

- i) UNPRICE BID in TWO SETS complete with all technical and commercial details of offer. Each page of offer shall be signed & stamped by bidder.
- ii) SOR, identical to Part-B of offer with prices blanked out and items as quoted.
- iii) Original Copy of tender document (Volume – I & II) along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

These un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly super scribed with BidDocument No., Item Details, Bid due date & time etc. and “UNPRICE BID - DO NOTOPEN”. The envelope shall also indicate the name and address of the bidder.

12.5.2 PART-B: PRICE BID

PRICE BID shall be submitted in duplicate, complete with FULL PRICE DETAILS duly sealed in a separate envelope duly super scribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICE BID - DO NOT OPEN.”

12.5.3 Part-C: BID SECURITY

BID SECURITY of the amount as indicated at Request for Quotation (RFQ) in original in the prescribed form and valid for the period of **Six (06)** months from the date of bid submission, to be enclosed in a separate sealed envelope duly super scribed with Bid Document No. Item Details, Bid Due Date & Time etc. and the phrase 'Bid Security'.

12.5.4 The three envelopes containing PART –A (Techno-Commercial Bid) PART-B (Price Bid) and PART-C (Bid Security) should be enclosed in a larger envelope duly sealed and pasted with enclosed CUT OUT SLIP and bear the name and address of the Bidder. Bid Document no., item detail, bid due date & time and duly super scribed "BID – DO NOT OPEN" and addressed to :-

Bonny K Joseph
Dy. Manager(C&P)
Bhagyanagar Gas Limited,
2nd Floor, ParishramBuilding
APIDC Building, Basheer bagh,
Hyderabad - 500004
Ph: 040-66566984 Fax: 040-66565081

12.6 **All the copies of BID should be signed & stamped by the Bidder on each page.**

12.7 ***If the outer envelope is not sealed and not marked as required, the OWNER will assume no responsibility for the Bid's misplacement or premature opening.***

ARTICLE - 13: BID DUE DATE

13.1 Bids must be received by the OWNER at the address specified in the Bidding Documents not later than the date and time specified in the Request for Quotation (RFQ).

13.2 The OWNER may, at its discretion, on giving reasonable notice by fax, e-mail or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date. In which case all rights and obligations of the OWNER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 14: LATE BIDS

14.1 Any bid received by the OWNER after the bid due date and time prescribed in the Bid Document shall not be considered.

However, Owner reserve right to consider late bid under certain circumstances. No request from bidder to consider late bid will be entertained by the Owner.

14.2 Telex/Telegraphic/Telefax/E-mail offers whether sent directly or submitted by local agent in India will not be considered.

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ARTICLE -15: MODIFICATION AND WITHDRAWAL OF BIDS

15.1 Specifications shall be frozen after pre-bid meeting and necessary clarifications shall be provided. After that no change in specification will be permitted.

15.2 The bidder may modify or withdraw his bid after the bid's submission, provided that the modification/withdrawal notice is received by the OWNER prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the Owner so as to reach before bid due date & time. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.3 No bid shall be modified subsequent to the deadline for submission of bids.

15.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

ARTICLE - 16: OPENING OF BIDS BY OWNER

16.1 The OWNER will open bids in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per proforma given in bid document). Bidder, who choose to attend, on date, time and venue as mentioned in the Bidding Document may depute his representative accordingly. The bidders' representatives, who are present, shall sign a form evidencing their attendance.

16.2 The bidder(s) names, modifications, bid withdrawals and the presence or absence of the requisite bid security, Prices of Bids, Discounts Offered and such other details as the OWNER, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of bid.

ARTICLE - 17: EVALUATION OF BIDS

17.1 The OWNER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.2 The Bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and Bids of such bidders shall be liable to be rejected.

17.3 Once quoted, bidder shall not make any subsequent price changes on his own.

17.4 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

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17.5 TECHNO-COMMERCIAL AND PRICE EVALUATION OF BIDS

- 17.5.1 To assist in the examination, evaluation and comparison of bids, the OWNER may at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing. No change in the price or substance of bids shall be sought, offered or permitted unless these are specifically asked by the Owner.
- 17.5.2 Prior to the price evaluation and price comparison of bids, the OWNER will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. The OWNER'S determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- 17.5.3 A bid determined as substantially non-responsive will be rejected by the OWNER and may not subsequently be allowed by the OWNER to be made responsive by the bidder by correction of the non-conformity.
- 17.5.4 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) Bid Security
 - ii) Acceptance of Performance Security (Contract Performance Bank Guarantee) for 7.5% of Contract/Order value
 - iii) Period of validity of bids
 - iv) Force Majeure
 - v) Resolution of Dispute/Arbitration
 - vi) Termination of Contract
 - vii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - viii) Offer not submitted for complete scope of work
 - ix) Firm prices
 - x) Prices not quoted as per Schedule of Rates.
 - xi) Bidder have been banned by Government of India or any it's Agency/ Undertaking/ Department of Government of India/BGL/IGL/MGL etc.
 - xii) Bids not conforming to technical specification/requirements
 - xiii) Conditional bids.

ARTICLE - 18: OPENING PRICE OF BIDS

- 18.1 The Employer shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 18.2. The Employer will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 18.3. The bidder's name, prices, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

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ARTICLE - 19: PRICE COMPARISON OF BIDS

- 19.1 The OWNER will carry out price evaluation and price comparison of bids previously determined to be techno-commercially acceptable.
- 19.2 Arithmetical errors will be rectified on the following basis:-
- i) In case discrepancy between unit price in figure and words, the rate given in words will prevail unless unit price in figure matches with the value calculated after dividing total value by quantity of that particular item in which case unit price in figure will be considered valid.
 - ii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.
- 19.3 If two or more bidders quote same rate, the bidder whose working capital is more shall be treated as the lowest among such bidders.

ARTICLE - 20: CONTACTING THE OWNER

- 20.1 Bidder shall not contact the PURCHASER/OWNER on any matter relating to its Bid, unless asked by the Owner, from the time of Bid opening to the time the CONTRACT is awarded.
- 20.2 Any efforts by a bidder to influence the OWNER'S/ CONTRACTOR'S bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

ARTICLE - 21: AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

ARTICLE - 22: OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The OWNER reserves the right at the time of award of Contract to increase or decrease by up to 50% rounded off to next higher integer the quantity of supplies as specified in the SOR without any change in unit price or other terms & conditions. Any variation in quantity beyond this limit will be mutually agreed upon by the owner and the supplier.

ARTICLE -23: OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 23.1 OWNER 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

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thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.

- 23.2 In awarding the contract, the Owner reserve the right to make the award, based on the evaluation criteria, to more than one bidder.

ARTICLE- 24: NOTIFICATION OF AWARD

- 24.1 Prior to the expiration of period of bid validity the OWNER will notify the successful bidder in writing or by fax (FOI), to be confirmed in writing, that his bid has been accepted. Such 'Notification of Award' will constitute the formation of the Contract.

- 24.2 Completion Period shall be counted from the date of 'Notification of Award'.

ARTICLE- 25: PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE)

- 25.1 Within 15 days of the receipt of the notification of award (FOI) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision given under 'General Conditions of the Contract' in the form provided in the bid document.

- 25.2 The Performance security shall be for the amount equal to 7.5% of the Annualized contract value (**excluding taxes & duties**) towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of BHAGYANAGAR GAS LIMITED, Payable at Hyderabad. Bank Guarantee shall be from any Indian scheduled bank other than co-operative bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG 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, as per proforma enclosed in the Tender Document.

The Bank Guarantee shall be valid for a period three months beyond Guarantee/Warrantee period of The Contract'. The said Bank Guarantee shall be in the same monetary currency as that of the Contract.

- 25.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OWNER may award the order to the next lowest evaluated bidder(s) or call for new bids at its discretion at the risk and cost of the successful Bidder.

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- 25.4 The security deposit / contract performance guarantee will invariably be obtained even from Public Sector Undertakings.

ARTICLE-26: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this enquiry.

ARTICLE-27: NO LIABILITY OF GOVERNMENT OF INDIA

It is expressly understood and agreed by the bidder that Bhagyanagar Gas Limited, that will enter into a contract by way of this tender 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 agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BGL 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 expressly agrees, acknowledges and understands that BGL 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 agrees to waive, release and forego any and all actions or claims, including cross claims, impeder 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.

ARTICLE-28: MODE OF PAYMENT

All payments payable in Indian rupees against the contract shall be released by Owner through account payee cheque payable at par. The invoices in triplicate must be addressed to:-

Engineer-In-Charge
Bhagyanagar Gas Limited
2nd Floor, Parishram Bhavan
APIDC Building, Basheer Bagh,
Hyderabad – 500 004

Article – 29 – STATUTORY VARIATION IN TAXES & DUTIES, CUSTOM DUTY

- 29.1 The CONTRACTOR shall pay and be entirely responsible for any and all taxes including service tax, duties, levies etc. which are payable in relation to the Performance of the CONTRACT. The quoted price shall be inclusive of all such taxes and duties.
- 29.2 BGL shall deduct Income tax at source at applicable rates.

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29.3 Any statutory variation occurring during scheduled period of delivery shall be to the Purchaser's account.

Article – 30 – REPEAT ORDER: VOID

Owner may place repeat order within 6 months from the date of Award of contract for a value upto 50% of the contract amount without any change in unit price and terms and conditions.

Article – 31 – DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BGL immediately at the following address:

Bhagyanagar Gas Limited,
2nd Floor, Parishram Building
APIDC Building, Basheer bagh
Hyderabad – 500 004
Ph : 040-66566984/ Fax :040-66565081
Email:bonnyk.joseph@bglgas.com,

In the event such written notice is not received at the aforementioned office within **Five (5)** days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

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

SECTION - 4 AGREED TERMS & CONDITIONS

Bid Document No. BGL/282/2015-16

Agreed Terms and Conditions

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

S.No	Description	Bidder's Confirmation
1	Bidder's Details	
	a. Name:	
	b. Full Address	
	c. Tel No:	
	d. Fax No:	
	e. E-mail:	
	f. Name & Designation of the Person Signing the bid	
2	The following are to be enclosed along with the bid	
	a. Power of Attorney of the Person signing the bid	
	b. Letter of Authority of the Person attending the bid	
3	Bid Security Details	
	a. Name & Address of issuing Bank	
	b. Security No: & Date	
	c. Value	
	d. Validity <i>(Valid minimum for Six (06) months (in case of BG) from the final date of submission of offer)</i>	
	e. Details of issuing Bank	
4	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Bid Document.	
5	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Bid document.	
6	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
7	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	

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S.No	Description	Bidder's Confirmation
8	Confirm that quoted prices shall remain firm till completion of Project.	
9	Please confirm the quoted prices are in Indian Rupees	
10	Confirm acceptance of Completion period as per requirement Specified in Bid Document (to be reckoned from date of Fax of Intent/WO)	
11	Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.	
12	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document.	
13	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
14	Confirm acceptance of relevant Terms of Payment as specified in the Bid Document. [Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)].	
15	Confirm that Contract Performance Bank Guarantee (CPBG) for 7.5% of order/contract value shall be furnished within 30 days of Fax of Intent/WO, valid for 3 months beyond the expiry of Guarantee/Warranty period as per SCC of Bid Document.	
16	Confirm acceptance in toto of the Terms & Conditions contained in- i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work & Deliverables. iv) All other commercial documents/ attachments of Bid Document. a) In case of reservations, confirm that clause wise comments have been specified as annexure to this format. 3 b) All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	
17	Please Indicate Rate of Service Taxes quoted _____%	
18	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	

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S.No	Description	Bidder's Confirmation
19	All correspondence must be in English Language only.	
20	Indicate Name & Contact No. (Telephone/Fax No./E-MAIL ID) of person(s) to whom queries, if any, are to be addressed against your bid.	
21	Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
22	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Bidder confirms that in case of conflicting version of various terms and conditions at different places in his offer, the confirmation furnished at above shall be considered overriding and final.

Bidder Signature

Name

Designation

Seal

SECTION -5

PROPOSAL FORMS & FORMATS

FORM F-1

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

- 1-1 Bidder Name :
- 1-2 Number of Years in Operation :
- 1-3 Address of Registered Office :
- City..... District.....
State..... PIN/ZIP.....
- 1-4 Operation Address :
- if different from above:
- City..... District.....
State..... PIN/ZIP.....
- 1-5 Telephone Number :
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: :
- 1-7 Website: :
- 1-8 Fax Number: :
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Bid Currency :
- 1-11 Excise Registration number :
- 1-12 Excise Range :
- 1-13 Excise Division :
- 1-14 Excise Collectorate :
- 1-15 Local ST No. :
- 1-16 CST No. :
- 1-17 PAN No. :
- 1-18 Whether SSI Registrant Or not :

(SIGNATURE OF BIDDER WITH SEAL)

FORM F-2

BID FORM

To
Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir,

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of 04 (Four) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated Day of 2015.

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:



Tender for Hiring of Project Management Consultants (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada.

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FORM F-3

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/
BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004
Dear Sir(s),

In accordance with Invitation for Bid under your reference No.....
M/s..... having their Registered / Head Office at
..... (hereinafter called the Tenderer) wish to participate in the said
bidding for

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

We, theBank at.....
having our Head Office

(Local Address) guarantee and undertake to pay immediately on demand without any
recourse to the bidder by Bhagyanagar Gas Limited, the amount.....without
any reservation, protest, demur and recourse. Any such demand made by BGL, shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto [this date should
be 6 months after the date finally set out for closing of bidding]. 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 authorised officer, has set its hand and stamp on this
_____ day of _____ 2015 at _____.

WITNESS:

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Attorney as per

Power of Attorney No.....

Date:.....

INSTRUCTIONS FOR FURNISHING 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. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
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 under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
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/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.

FORM F-4

PROFORMA FOR CONTRACT AGREEMENT

LOA/WO No. BGL /

dated -----

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

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part

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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.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will



Tender for Hiring of Project Management Consultants (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada.

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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.
BHAGYANAGAR GAS LIMITED

Date : _____

Place: _____

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

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

FORM F-5

**CONTRACT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Bank Guarantee No.:

Date:

To

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

Dear Sirs,

In consideration of the BGL, Hyderabad (India) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of _____ by issue of OWNER Order No. _____ dated _____ and the same having been accepted by the CONTRACTOR resulting into CONTRACT for _____ as per above referred Order having a total value of _____ for the work of _____ and the CONTRACTORS having agreed to provide a Contract Performance and warranty guarantee for faithful Performance of the aforementioned Contract to Owner.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the CONTRACTOR to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to without a reference to the CONTRACTOR. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONTRACTOR discharges this guarantee. OWNER and CONTRACTOR or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest

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liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for Performance by CONTRACTOR of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including _____and shall be extended from time to time for such period as may be desired by the CONTRACTOR on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____20

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated accorded to him by the bank. Dated The _____day of _____20

WITNESS:
(SIGNATURE)

(NAME)
STAMP
(OFFICIAL SEAL)

Date

(Sign & Seal of Bidder)

(SIGNATURE)
BANK RUBBER STAMP

(NAME)
Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution
Board of Directors

FORM F-6

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....
& SEAL

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

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

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

FORM F-7

DECLARATION

Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir(s),

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

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

FORM F-8

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.

Date:

Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation
For and on behalf of

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

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



Tender for Hiring of Project Management Consultants (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada.

VOLUME
I OF II

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FORM F-9

LETTER OF AUTHORITY

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

No.

Date:

Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation
For and on behalf of

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

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

FORM F-10

INTEGRITY PACT

(To be executed on plain paper and applicable to all tenders of the value of Rs. one crore and above)

Between Bhagyanagar Gas Limited, Hyderabad, (here-in-after referred to as "Principal ").

AND

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

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

PREAMBLE

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

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

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. 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 in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share 'the same information to all Bidders and will not provide to any Bidder confidential/additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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Section 2 - Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any BGL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the

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transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked – by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 - Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

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

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

Section 8 -Independent External Monitor / Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. 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 any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairmen of the Board of the Principal.
3. The Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
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 will so inform the Management of the Principal and request the Management to discontinue or heal the violation 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. However, the Independent External Monitor shall give an

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opportunity to the bidder /contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of BGL.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors - shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the BGL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 - Pact Duration

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

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

Section 10 - Miscellaneous Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side Agreements have not been made.

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3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)

For the Principal

Place : _____

Date : _____

Name & Designation)

For the Bidder/Contractor

Witness 1: _____

Witness 2: _____

SECTION - 6 GENERAL CONDITIONS OF CONTRACT

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ARTICLE 1.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between BGL and Consultant for Services as per this Bid document.

BGL/OWNER shall mean **BHAGYANAGAR GAS LIMITED, Hyderabad.**

BGL'S REPRESENTATIVE means the person appointed or authorized from time to time by BGL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the BGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by BGL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

1.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to BGL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

1.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of BGL.

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ARTICLE 1.3: BGL'S REPRESENTATIVE

1.3.1 BGL shall nominate its Representative(s) who shall be entitled to act on behalf of BGL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 1.4: CONSULTANT'S REPRESENTATIVE

1.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between BGL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify BGL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with BGL's consent after getting approved his CV's from BGL.

BGL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to BGL.

1.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 1.5: PAYMENT TERMS

1.5.1 BGL shall pay for the services rendered as per stipulation in the tender. All Bank charges of consultant's Bankers shall be to the consultant's account.

1.5.2 Consultant will invoice BGL according to the terms and conditions provided in the tender.

1.5.3 Payment terms will be as per **Special Conditions of Contract (SCC)**:

1.5.4 In case of disputes concerning invoice(s), BGL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- BGL shall pay the undisputed amount of the invoice(s) according to Article - 1.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between BGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 1.6: PERFORMANCE GUARANTEE

1.6.1 Consultant shall submit to BGL an unconditional, irrevocable and on first demand guarantee 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 Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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The value of Contract Performance Guarantee shall be **5%** of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

- 1.6.21 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 1.7: CONFIDENTIALITY

- 1.7.1 Consultant/BGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by BGL/Consultant without the prior written consent of the latter.
- 1.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 1.8: TAXES AND DUTIES

- 1.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 1.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by BGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 1.8.3 Consultant will not claim from BGL any taxes paid by him.
- 1.8.4 BGL shall deduct Income tax at source at applicable rates.

ARTICLE 1.9: RESOLUTION OF DISPUTES / ARBITRATION

- 1.9.1 BGL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 1.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

BGL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) 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 suggesting the panel of arbitrators, the right of

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selection of sole Arbitrator by the other party shall stand forfeited and BGL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the BGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

- 1.9.3 Consultant 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.

ARTICLE 1.10: LEGAL CONSTRUCTION

- 1.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Hyderabad.

ARTICLE 1.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 1.11.1 BGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 1.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 1.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 1.11.4 By fifteen days prior notice, BGL may request Consultant to resume the performance of the services, without any additional cost to BGL.
- 1.11.5 In case of suspension of work by consultant on BGL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

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ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

- 1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 1.19 hereinafter or due to BGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 1.12.2 BGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and BGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which BGL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BGL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 1.13: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of BGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 1.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 1.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep BGL harmless and indemnify BGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 1.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to BGL will be property of BGL.
- 1.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by BGL for carrying out of any services with any third parties.
- 1.14.4 Consultant shall not without the prior written consent of BGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 1.15: LIABILITIES

- 1.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

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1.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

1.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 1.16: TERMINATION OF CONTRACT

1.16.1 Termination for Default

BGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as BGL may authorise in writing) after receipt of the default notice from BGL.

1.16.2 Termination for Insolvency

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

1.16.3 Termination for convenience

BGL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by BGL till the date upon which such termination becomes effective.

ARTICLE 1.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 1.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of as per proforma within 10 days from the date of receipt of FOA/LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise BGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, BGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

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

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

ARTICLE – 1.20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without BGL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by BGL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 1.21: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by BGL. Upon the request of BGL, the consultant

shall submit for BGL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 1.22: NOTICES

- 1.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 1.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 1.23: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. BGL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.