



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

{A joint venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd.}
HYDERABAD(INDIA)

CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

BID DOCUMENT FOR

SUPPLY OF MDPE PIPES

OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011

VOLUME – I OF II



**PREPARED AND ISSUED BY
MECON LIMITED**

(A Govt. of India Undertaking)
Bengaluru, India

JULY, 2016



Bhagyanagar Gas Ltd.

Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES
Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011



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Bhagyanagar Gas Ltd.

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SECTION I
INVITATION FOR BID (IFB)

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 ISO 9001 Company
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INVITATION FOR BIDS (IFB)
UNDER OPEN DOMESTIC COMPETITIVE BIDDING
FOR SUPPLY OF MDPE PIPES
FOR CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA
BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011

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

Presently, Bhagyanagar Gas Limited is expanding the CNG & City Gas Distribution Network (CGDN) to supply Natural Gas to domestic, commercial, industrial and automobile Consumers in the Geographical Areas (GA) of Hyderabad, Vijayawada and Kakinada.

M/s MECON LIMITED, who has been retained by Bhagyanagar Gas Limited, as a consultant for “CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA”, invites sealed bids for the item(s) in complete accordance with the Bid Documents / Attachments on behalf of M/s Bhagyanagar Gas Limited, Hyderabad under **Two-bid system** for “**SUPPLY OF MDPE PIPES**” from competent contractors meeting the Bidder’s Evaluation Criteria as detailed herein. Sealed bids along with Bid Security should reach MECON Limited, Bengaluru on or before the due date and time at the address given below.

Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed Bidding Documents without any deviations i.e. ZERO DEVIATION OFFER, failing which your offer will be liable for rejection.

Bids should be submitted in accordance with Clause – 20 of the Instructions to Bidders.

1.0 Salient Features Of Bid Document

1.1	Type of Enquiry	Open Domestic Competitive Bidding basis.
1.2	Bid Document No	MEC/23R8/01/51/S2/PE/00/0011 (To be referred in all future correspondence)
1.3	Bid Evaluation Criteria	As per clause no. 3.0 of IFB
1.4	Earnest Money Deposit	As detailed at clause no. 5.0 of IFB, Vol. I of II In the form of BG / Demand Draft to be in favour of Bhagyanagar Gas Limited and payable at Hyderabad. Bid Security shall be furnished in physical form as per clause 14.0 of ITB.
1.5	Delivery from date of issue of Fax of Acceptance (FOA)	Refer clause 4.0 of SCC
1.6	Bid Document on Website	From 30.07.2016
1.7	Bid Document/Tender Fee (Non Refundable)	INR 1,000/-
1.8	Date and Time of Pre-Bid Meeting Venue	NOT APPLICABLE



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1.9	Last date and time for submission of bid	Upto 15.00 hrs. (IST) on 23.08.2016
1.10	Date and time of opening of Un-priced Bids at MECON Limited, Bengaluru	At 16.00 hrs. (IST) on 23.08.2016 (If the particular day is happened to be a declared holiday in MECON, Bengaluru, the next working day shall be considered)
1.11	Price Bid Opening	Public opening: date, time and venue shall be intimated later.
1.12	Evaluation & Comparison of Bid	As per clause no. 4 of IFB and clause no. 31 of ITB
1.13	Contact Person	DGM (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004, India Ph. No. 080-2657 6442 / 26252105 Fax No. 080-26576352 Email : contractsblr@meconlimited.co.in

The qualification criteria along with information has been web hosted. The entire tender document has been web hosted at <http://www.bglgas.com>, <http://eprocure.gov.in/cppp> and www.meconlimited.co.in websites for the view / participation of the eligible bidders. Bidders meeting the bid evaluation criteria and intend to submit their bid may download the tender for submission by the bid due date and time.

1.14 SEALING AND MARKING OF BIDS

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

Bids should be submitted in sealed envelope super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced).

Part – A (UN-PRICED Bid):

- i) UNPRICED BID (1 Original+2 copies) complete with all technical and commercial details of offer. Each page of offer shall be signed & stamped by bidder.
- ii) Price Schedule, 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 (PRICED Bid):

ONLY PRICE BID (1 Original +2 Copies), WITH FULL PRICE DETAILS EXACTLY AS PER 'PRICE SCHEDULE', duly signed and stamped by the authorized signatory on each page. NO OTHER DOCUMENT TO BE ENCLOSED as per Cut-Out Slip. Price bid should contain only the prices, without any condition whatsoever. Bids complete in all respects should be submitted on or before last date and time of Bid submission. **Prices indicated anywhere else in the document other than the Price bid, will not be considered for evaluation.**



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Part – C (EMD – Bid Security and Bid document fee):

The original Bid Security and Bid Document Fee 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 slips of this tender and shall bear the name and address of the bidder.

2.0 SCOPE OF WORK

The scope of the bidder will include manufacture/ supply, inspection / testing / marking/ packaging / handling and dispatch of polyethylene pipes, of grade & thickness as indicated in the Material Requisition & Price Schedule, meeting all the requirements as laid down in IS:14885 (Specification for Polyethylene Pipes for the supply of gaseous fuels), as indicated in Price Schedule including those for material used, dimensions, surface finish, performance, test sampling/ frequency/ conformity etc. as detailed in the Technical Specification.

The material should also meet the Technical Standards/Specifications notified by Petroleum Natural Gas Regulatory Board (PNGRB).

3.0 BID EVALUATION CRITERIA: The following are the BEC parameters: -

3.1 TECHNICAL:

3.1.1 The Bidder shall be a regular manufacturer of PE Pipes used for Natural Gas service.

3.1.2 The bidder's proposed mill should have the facilities of manufacturing PE Pipes for natural gas services as per IS:14885 (2001 Edition).

3.1.3 Experience Requirement :

1) For bidders quoting for single item:

The bidder must have supplied at least 15% of the quoted Price Schedule quantity of MDPE Pipes as per requirement in Material Requisition to an established natural gas distribution company in India, in the last 7 (Seven) years reckoned from the due date of submission of bid.

2) For bidders quoting for more than one item:

For Bidders quoting for more than one item, the BEC quantity will be on cumulative basis in addition to satisfying the condition mentioned in Sl. No. (1) above. Further the bidder qualifying for higher diameter/sizes will be considered qualified for lower sizes also, subject to meeting the cumulative quantity requirement.



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3.2 FINANCIAL:

3.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years i.e. 2012-13, 2013-14 and 2014-15 shall be as under:

Item No.	Diameter (OD),mm	Minimum Annual Turnover requirement (in INR in Lacs)
1	Ø 125	38.62
2	Ø 90	17.38
3	Ø 63	18.43
4	Ø 32	14.01
5	Ø 20	1.02

3.2.2 Net worth

Net worth of the bidder should be positive as per the immediate preceding audited financial results of financial year 2014-15.

3.2.3 Working Capital



The minimum working capital of the bidder as per the immediate preceding audited financial results of financial year 2014-15, shall be as under:

Item No.	Diameter (OD),mm	Minimum Annual Working Capital requirement (in INR in Lacs)
1	Ø 125	7.72
2	Ø 90	3.48
3	Ø 63	3.69
4	Ø 32	2.80
5	Ø 20	0.20

3.2.4 Note:

Financial BEC will be not applicable for bidders quoting as below:

- i) Quoting only for individual Items Nos. 1, 2, 3, 4 & 5 – Financial BEC Not applicable.
- ii) Quoting for Items Nos. 1 & 5 – Financial BEC NOT applicable.
- iii) Quoting for Items Nos. 2 & 3 – Financial BEC NOT applicable.
- iv) Quoting for Items Nos. 2 & 4 – Financial BEC NOT applicable.
- v) Quoting for Items Nos. 2 & 5 – Financial BEC NOT applicable.
- vi) Quoting for Items Nos. 3 & 4 – Financial BEC NOT applicable.
- vii) Quoting for Items Nos. 3 & 5 – Financial BEC NOT applicable.
- viii) Quoting for Items Nos. 4 & 5 – Financial BEC NOT applicable.
- ix) Quoting for Items Nos. 2, 3 & 4 – Financial BEC NOT applicable.

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- x) Quoting for Items Nos. 3,4 & 5– Financial BEC NOT applicable.
 xi) Quoting for Items Nos. 2,3 & 5– Financial BEC NOT applicable.

b) If a bidder quotes for more than one item other than that mentioned at a) above, then the requirement of Annual Turnover and minimum working capital will be calculated on cumulative basis.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's Bank (as per Format-3B), having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least working capital requirement as stated above.

3.4. Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause no.	Description	Documents required for qualification
3.1	Documents Required -Technical Criteria	
3.1.1, 3.1.2 & 3.1.3	Documents in support of clause 3.1.1	Copies of: Factory registration certificate / Excise registration certificate/ NSIC certificate/ISO certificate or any other document evidencing the bidder as manufacturer from appropriate authority.
	Documents in support of clause 3.1.2	Copies of a) Valid certificates for Bidder's established plant from such agencies as BIS etc. if any b) List of Plant & Equipment with rated capacity, manpower, lab facility, Quality Control Procedure etc to establish capability of manufacturing the required qty of quoted items as per Price Schedule. c) Reference list (past experience)
	Documents in support of clause 3.1.3	Copies of Purchase Order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection report etc. issued by the purchaser/end user in support of supply of PE pipe in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross-reference of the purchase order.
All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be, duly certified/ attested by Chartered Engineer and notary public with legible stamp.		
3.2	Documents Required-Financial Criteria	
3.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of any of the three (3) preceding Financial Year(s), i.e. FY: 2014-15, 2013-14 & 2012-2013 along with un-price bid.
3.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement] of last Financial Year, i.e. FY: 2014-15 along with un-price bid

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BEC Clause no.	Description	Documents required for qualification
3.2.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement] of last Financial Year, i.e. FY: 2014-15 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-3B) from the Bidder's bank having net worth not less than Rs 100 Crore, confirming the availability of the line of credit for at least working capital requirement as stated above.
<p>For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant.</p> <p>Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.</p>		

In absence of requisite documents BGL / MECON reserves the right to reject the bid without making any reference to bidders.

4.0 BIDDING PHILOSOPHY AND AWARD OF WORK

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

- i) Bidder may quote for any or all items(s) of the Price Schedule. Evaluation and ordering shall be done item-wise (i.e. for each size of diameter) on least cost basis.
- ii) Bidder quoting for any item shall have to quote for entire quantity of that item otherwise their bid will not be considered.
- iii) If a bidder qualifies for lesser number of item(s) and happens to be lowest (L1) bidder for more number of item(s), then the order shall be awarded on "least cost to Bhagyanagar Gas" basis for the item(s) for which the bidder qualifies. Once certain item(s) awarded to such L1 bidder, the bidder ceases to be lowest bidder for the remaining item(s). The ordering of remaining item(s) will be done to next lowest bidder.

5.0 BID SECURITY

Bid Security requirement shall be as detailed below:

Item No.	Diameter (OD),mm	Bid Security Requirement (in INR)
1	Ø 125	1,54,500.00
2	Ø 90	69,500.00
3	Ø 63	73,700.00
4	Ø 32	56,000.00
5	Ø 20	4,000.00

Note:

- 1) Bidders quoting only for item no. 5, Bid Security is Not applicable
- 2) If a bidder quotes for more than one item, then the Bid Security is to be calculated and submitted on cumulative basis clearly indicating the items quoted failing which the bid of such bidder shall be rejected for all the quoted items.



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6.0 PRE-BID MEETING

NOT APPLICABLE

7.0 ZERO DEVIATION BIDS

7.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

8.0 GENERAL

8.1 Payment of bid document fee shall be submitted through Crossed Bank Draft from a first class International Bank or an Indian Nationalized Bank/ Scheduled Private Bank in favour of Bhagyanagar Gas Limited, payable at Hyderabad and same shall be submitted in physical form along with EMD. The bid of any bidder shall be considered only if the bid is accompanied by the prescribed bid document fee in the form of demand draft along with EMD.

8.3 Bidder can download the Bid Document from MECON's website <http://www.meconlimited.co.in>; BGL's website <http://www.bglgas.com> and <http://eprocure.gov.in/cppp>.

Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the contents of the bidding document have not been altered or modified.

8.4 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

8.5 The following documents shall also be submitted in Original in physical form:

- i) Bid Document Fee
- ii) EMD/Bid Security
- iii) Power of Attorney
- iv) Integrity Pact duly signed & stamped
- v) Hard copies of Formats F-3A with details filled in & certified by Chartered Accountant

8.6 **Public Procurement Policy for Micro and Small Enterprises (MSES) is Not Applicable for this Tender.**

8.7 MECON / BGL reserves the right to carry out capability assessment of the bidder including referral to in-house information.

8.8 MECON / BGL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.

8.9 Bid document is non-transferable. Bids received from bidders in whose name Bid Document fee has been submitted shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 1.7 & 8.1 above.

8.10 MECON / BGL will follow purchase/Price preference policy as per prevailing guidelines of Government of India.

8.11 Bidder should not be under liquidation, court receivership or similar proceedings.



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- 8.11.1 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. In case it comes to the notice of BGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer

- 8.12 Bidder should not be banned/ black listed with any PSU and should not be on holiday list of BGL/GAIL/HPCL.
- 8.13 Bids sent through Fax/ E-mail/ Computer floppy shall not be accepted.
- 8.14 MECON / BGL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 8.15 Please **confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs**. If you have been banned or delisted by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. **If this declaration is not furnished your bid shall be treated as non-responsive and liable for rejection.**
- 8.16 Bidder is requested to send duly filled in “**Acknowledgement cum Consent letter**” through return fax/e-mail to contact person as mentioned at Sl. No. 1.13 above before bid due date.

This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

*** Please specify Bid Document No. in all correspondences.**

THIS IS NOT AN ORDER

Yours faithfully,
for and on behalf of
Bhagyanagar Gas Limited

(V. IMAYAVARAMBAN)
DGM (Contracts)
MECON Limited
No.89, South End Road, Basavanagudi,
Bengaluru – 560 004
Ph. No. 91-80-2657 6442 / 26252105
Fax No. 91-80-26576352
E-mail : contractsblr@meconlimited.co.in

Enclosure:

1. Bid Document comprising of following :
 - 1.1 Volume - I of II : Commercial
 - 1.2 Volume - II of II : Technical
2. Cut Out Slips.



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
 (Contracts)
 MECON Limited
 No.89, South End Road,
 Basavanagudi,
 Bengaluru – 560 004
 Ph. No. 91-80-2657 6442 / 26252105
 Fax No. 91-80-26576352

Sub.: Tender No. dated for
 (Name of Item/ Job)

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal / Stamp :

- We are unable to bid for the reasons given below:-

Reasons for non submission of bid

Agency Name :

Signature :

Name :

Designation :

Date :

Seal / Stamp :

Note: Bidder is requested to send duly filled in “Acknowledgement cum Consent letter” through return fax/e-mail to contact person as mentioned at Sl. No. 1.13 above before bid due date.



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CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

PART – A (UN-PRICED Bid)

(Original Power of Attorney, F-3A & Integrity Pact and Complete Technical and Commercial offer WITOUT ANY REFERENCE TO PRICE)

Owner : BHAGYANAGAR GAS LIMITED
Project : CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA
Bid Document No. : MEC/23R8/01/51/S2/PE/00/0011
Item : SUPPLY OF MDPE PIPES
Due Date & Time : Upto 15.00 Hrs. (IST) on 23.08.2016
From : To :

	Dy. General Manager(Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in
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(To be pasted on the physical envelope containing Original Power of Attorney, Form F-3A, Integrity Pact and complete technical and commercial offer without any reference to Price) (Part A)



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CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

Part – B (PRICED Bid)

Owner : **BHAGYANAGAR GAS LIMITED**
Project : **CITY GAS DISTRIBUTION PROJECT AT HYDERABAD
VIJAYAWADA AND KAKINADA**
Bid Document No. : **MEC/23R8/01/51/S2/PE/00/0011**
Item : **SUPPLY OF MDPE PIPES**
Due Date & Time : **Upto 15.00 Hrs. (IST) on 23.08.2016**
From : **To :**

	Dy. General Manager(Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in
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(To be pasted on the physical envelope containing Price Bid) (Part B)



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CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

Part – C (EMD – Bid Security)
(Original Bid Security and Tender Fee)

Owner : **BHAGYANAGAR GAS LIMITED**

Project : **CITY GAS DISTRIBUTION PROJECT AT HYDERABAD
VIJAYAWADA AND KAKINADA**

Bid Document No. : **MEC/23R8/01/51/S2/PE/00/0011**

Item : **SUPPLY OF MDPE PIPES**

Due Date & Time : **Upto 15:00 Hrs. (IST) on 23.08.2016**

From : **To :**

Dy. General Manager(Contracts)
MECON LIMITED
No.89, South End Road, Basavanagudi,
Bengaluru – 560 004
Ph. No. 91-80-2657 6442 / 26252105
Fax No. 91-80-26576352
E-mail : contractsblr@meconlimited.co.in

(To be pasted on the physical envelope containing Original Bid Security and Tender Fee) (Part C)



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SECTION II
INSTRUCTION TO BIDDERS (ITB)



Bhagyanagar Gas Ltd.



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19. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES
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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL



This Instruction to Bidders is to be read in conjunction with Addendum to Instruction to Bidders, attached with the bid document and in case of contradiction, Addendum to Instruction to Bidders shall prevail to the extent applicable.

1. SCOPE OF BID:

- 1.1. The Employer/Purchaser/Owner/BGL/ MECON (PMC) as defined in the General Conditions of Contract, hereinafter “the Owner” wishes to receive bids as described in the Bidding Documents.
- 1.2. SCOPE OF BID: The scope of work shall be as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4. Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder’s Qualification
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting qualification criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - (i.) that has provided consulting services related to the work to the OWNER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii.) that has been hired by the Owner as engineer/consultant for the contract.
- 2.4 DELETED
- 2.5 The bidder shall not be under a declaration of ineligibility by OWNER for corrupt or fraudulent practices as defined in ITB clause no. 40.
- 2.6 The bidder is not put on holiday/ banned by BGL/ GAIL/HPCL or black listed /banned by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

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2.7 While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC) as specified in the Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser/consultant shall be final and binding on the contractor.

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

3. ONE BID PER BIDDER

3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

3.2. Alternative bids are not acceptable.

4. COST OF BIDDING

4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and OWNER (BGL), will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. DELETED

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

6.1. The Bid Documents hosted on MECONs / BGL Websites are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

Volume I of II : Commercial
Volume II of II : Technical

6.2. The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid 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 the Bid.

7. CLARIFICATION ON BID DOCUMENTS

7.1. *A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax at Consultant's mailing address indicated in the Bid Document. MECON will respond in writing to any request for clarification of the bidding documents, which it receives at least 03 (three) days before scheduled date of pre-bid meeting. Written copies of BGL /MECON response (including an explanation of the query but without identifying the source of the query) will be hosted on the Bhagyanagar Gas Limited websites <http://www.bglgas.com>, MECON website www.meconlimited.co.in and Govt. websites <http://eprocure.gov.in/cppp> before bid due date.*



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In case Pre-Bid meeting is not applicable, bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach MECON at least 10 days before the Bid due date.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2. *Any addendum/corrigendum/clarifications thus issued shall be part of the Bidding Documents pursuant to ITB clause 6.1 and shall be hosted on the websites as mentioned in clause 7.1 above before the bid due date.* All the prospective bidders who have shown their intention to participate in the bidding by attending Pre Bid Meeting and / or sending queries shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued/ web hosted, before submitting the bid.
- 8.3. The Owner may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner shall be in English Language alone 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.
- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

- 10.1. The bid prepared by the bidder shall comprise the following:

10.2. PART-A: Envelope – Super scribing Techno-Commercial Un-price Bid (PART-A)

- 10.2.1 Techno-commercial/Un-priced bid and shall contain the following:-

- a. Covering letter.
- b. Bidder's General Details/information as per format F-1 & Annexure 1 to Form F-1: Mandate Form.
- c. Power of Attorney in original physical form in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- d. Bid Form as per format F-2.
- e. Formats F-3A with details filled in & certified by Chartered Accountant
- f. Format F-3B from Banker, If required



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- g. Price Schedule with prices blanked out mentioning “Quoted / Not Quoted” against each item along with other details like rate of taxes and duties etc. considered.
 - h. DELETED
 - i. Bid Document Fee (Tender Fee)
 - j. Letter of authority in original physical form in favour of any one of bidder’s executive having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5
 - k. Confirmation of no deviation as per Format F-6.
 - l. Certificate as per Format F-7 for confirming the Government of India is not party of Agreement.
 - m. Details of Similar Work Done During Past Seven Years as per F-8
 - n. All necessary documents to establish the qualification against BEC given in IFB.
 - o. Agreed Terms & Conditions per Format F-14 duly filled in.
 - p. Declaration as per Format-F12.
 - q. Check List duly filled in as per Format F-13.
 - r. DELETED
 - s. DELETED
 - t. Integrity pact duly signed and also to be submitted.
 - u. Duly signed and stamped Tender documents & corrigenda, addenda, if any
 - v. Copy of certificate of CST registration
 - w. Certificate of Incorporation & Memorandum & Articles of Association/ Partnership Deed/ affidavit of sole proprietorship, as the case be
 - x. DELETED
 - y. Any other information / details required as per Bidding Documents.
- 10.3. **Envelope Part B: “Price Bid”**
- 10.3.1 Part – B: shall contain original Price schedule duly filled and signed and stamped on each page.
- 10.4. **Envelope Part C: Bid Security and Tender Fee**
- 10.4.1 Part-C: shall contain Bid Security in accordance with Clause 14 of “ITB” in original in physical form either in the form of Banker’s Cheque/Bank Draft payable to BGL at Hyderabad or Bank Guarantee as per format F-4 & Demand Draft / Bankers cheque for cost of bidding document along with covering letter.
- 11. BID PRICES**
- 11.1. The bidder shall quote Bid Prices on the appropriate format for “Price Schedule” enclosed as part of Bid Document.
- 11.2. Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation, except statutory variation pursuant to relevant provisions in clause 11.6.5.2 and 11.6.5.3 of ITB.





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If any new taxes and/ or duties come into force from Central/State Government Authority after bid due date and extension, thereof but within contractual delivery period, the same will be reimbursed to bidder against documentary evidence, after ascertaining its applicability. However, in case of delay in delivery, if any, new taxes and/ or duties come into force from Central/State Government Authority after contractual delivery period, the same shall be to seller's account.

- 11.3. The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.4. DELETED
- 11.5. **The Owner will issue 'C' form for CST/ LST/VAT.**
- 11.6. **Bidders shall indicate the following as per Price Schedule :**
- 11.6.1 Unit and total price on ex-works price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- 11.6.2 **Excise duty & Sales Tax/VAT/CST (with form 'C') which will be payable on the finished goods, if this contract is awarded.**
- 11.6.3 Freight charges inclusive of all taxes & duties and unloading and stacking at site charges. **Transit Insurance is to be arranged by bidder. Quoted Price shall be inclusive of the same.**
- 11.6.3.1 Bidders to note that the materials if ordered against this Bidding Document are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.
- 11.6.3.2 DELETED
- 11.6.4. DELETED
- 11.6.5 The bidder shall also indicate the following separately:
- 11.6.5.1 DELETED
- 11.6.5.2 DELETED
- 11.6.5.3 Excise Duty, CST/LST/VAT (rates and amount) with concessional form which will be payable on the part of the scope, if this contract is awarded. The statutory variation in Excise duty, CST/LST/VAT on finished goods, if applicable, within the contractual delivery period shall be to Owner's account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account. Any decrease in the rate of taxes & duties shall be passed on to the Owner.
- 11.7 DELETED
- 11.8 DELETED
- 11.9 **Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 11.6.5.3. However, any new taxes & duties, if imposed by Govt of India after the date of bid

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submission but before the contractual delivery date shall be reimbursed to the bidder on submission of documentary evidence for proof of payment to Govt. Authorities and after ascertaining it's applicability w.r.t contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

11.10 As regards, Indian Income Tax, Surcharge and any other Corporate Tax payable by bidder on award of contract and / or on their expatriate personnel, the owner shall not bear any tax liability, whatsoever. Bidder shall be liable / responsible for payment of such tax. Income tax deduction shall be made as per the rules and regulations in force.

11.11 **DELETED**

12. **BID CURRENCY:**

12.1 Bidders to submit their bid in Indian Rupees (INR) only.

13 **PERIOD OF VALIDITY OF BIDS**

13.1 The bid shall remain valid for acceptance for six (6) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 **BID SECURITY**

14.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.



14.2 The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.

14.3 The bid security in Indian Rupees (INR) for Indian bidders shall be in the form of Demand Draft/ Banker's Cheque in favour of Bhagyanagar Gas Limited, payable at Hyderabad or in the form of an irrevocable Bank Guarantee in favour of Bhagyanagar Gas Limited as per format enclosed at F-4 (issued by Indian Nationalised /Scheduled bank other than corporative bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Schedule Foreign Bank in case of Indian Bidders and from any reputed international bank or Indian Schedule Bank in case of Foreign Bidders).



Bhagyanagar Gas Limited shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and **a declaration to this effect** should be made by such commercial bank either in the bank guarantee itself or separately on its letter head.

14.4 Any bid not accompanied with bid security in accordance with clause 14.1 and 14.3 as on or before bid due date and time shall be rejected by BGL as non-responsive.

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- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BGL pursuant to clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 14.7 The bid security may be forfeited:
- i. If a bidder withdraws its bid during the period of Bid validity.
 - ii. In case of a successful bidder, if the bidder fails:
 - i) to accept the award in accordance with clause 34 of ITB. OR
 - ii) to accept the arithmetic corrections pursuant to clause 29 of ITB. AND/OR
 - iii) to furnish the performance guarantee in accordance with Clause 38 of ITB.
- 14.8 Bid security should be in favour of Bhagyanagar Gas Limited, Hyderabad. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form of irrevocable Bank guarantee shall be in the Format F-4, provided in the bidding document.
- 14.9 ***Public Procurement Policy for Micro and Small Enterprises (MSES) is Not Applicable for this Tender.***
- 15 PRE-BID MEETING**
- NOT APPLICABLE
- 16 FORMAT AND SIGNING OF BID**
- 16.1 The bidder shall submit bid as per Clause 11 of this ITB as per guidelines given therein.
- 16.2 The bid shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 16.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 17 ZERO DEVIATION:**
- 17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Owner will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer.
- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
- a) Firm prices
 - b) Earnest money deposit (EMD) / Bid Security
 - c) Bid Document Fee
 - d) Integrity Pact, as applicable
 - e) Scope of work

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- f) Specifications
- g) Price schedule
- h) Delivery / Completion Schedule
- i) Payment Terms
- j) Period of validity of bid
- k) Price Reduction Schedule (PRS).
- l) Performance Bank Guarantee (PBG) / Security Deposit.
- m) Guarantee of Material/ Works
- n) Arbitration / Resolution of dispute
- o) Force Majeure.
- p) Applicable laws
- q) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18 E-PAYMENTS

18.1 Not Applicable

19 DELETED

SUBMISSION OF BIDS

20 SEALING AND MARKING OF BIDS

20.1 Bid shall be submitted in the following manner in separate envelopes duly super scribed as below:

Part-A – Techno-commercial / un-priced bid

Part-B – Priced Bid



Part-C – Original Bid Security and Bid Document Fee.

20.2 Part-A shall contain original and two copies of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copies of bid security). All the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly marked and addressed to MECON, Bengaluru. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.

20.3 Part-B - PRICED BID shall be submitted in one original and two copies with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer including the rate for compensation of extended stay charges.

20.4 Part-C - BID SECURITY and Bid document fee in originals shall be submitted sealed in a separate envelope duly marked and addressed to MECON, Bengaluru and shall be submitted to MECON's office at Bengaluru along with their offer.

20.5 The three envelopes containing PART-A, PART-B and PART-C should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender No.

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20.6 The above Envelopes containing original / physical form of bid shall have bid document number and shall be addressed to:

Dy. General Manager (Contracts)
MECON Limited,
No.89, South End Road, Basavanagudi,
Bengaluru – 560 004, INDIA

20.7 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

20.8 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

20.9 If the envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the bid.

21 DEADLINE FOR SUBMISSION OF BID

21.1 *The Bid must be received in MECON Limited, Bengaluru office no later than the time and date as specified in IFB.*

21.2 The Owner/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

22 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

22.1 Any bid received by MECON after the deadline for submission of bids prescribed on main body of IFB will be rejected and returned unopened to the bidder.

22.2 Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.



23 MODIFICATION AND WITHDRAWAL OF BIDS

23.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/ withdrawal is received by MECON prior to the deadline for submission of bids.

23.2 The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked “modification” or “withdrawal”, as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

23.3 No bid shall be modified after the deadline for submission of bid.

23.4 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 its bid security, pursuant to clause 15.9 of ITB.

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BID OPENING AND EVALUATION

24 BID OPENING

- 24.1 Un-Priced Techno – Commercial bid opening:
- 24.2 The Owner/Consultant will open the un-priced techno – commercial bids in the presence of bidders' designated representatives at date & time as stipulated in IFB. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

25 PROCESS TO BE CONFIDENTIAL

- 25.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

26 CONTACTING THE OWNER

- 26.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.
- 26.2 Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 27.1 Techno-Commercial Bid Evaluation.
- 27.2 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.3 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 27.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened and returned un-opened to such bidder(s).
- 27.5 The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 27.6 The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
 - (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet



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minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.

27.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

28 PRICE BID OPENING

28.1 The Owner 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.

28.2 The Owner 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.

28.3 The bidder's name, prices, and such other details as the Owner, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

28.4 If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

29 ARITHMETIC CORRECTIONS

29.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

29.2 When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.



29.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

29.4 In case it is observed that any bidder has not quoted (left blank) for any item in the Price Schedule (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rate for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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30 DELETED

31 EVALUATION AND COMPARISON OF BIDS

31.1 The OWNER / Consultant will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause-27 of ITB.

31.2 DELETED

31.3 DELETED

31.4 Evaluation and Comparison of Bid:

The evaluation shall be done item-wise basis (i.e. for each size of diameter). The evaluated prices shall be calculated as under:

31.4.1 Bids shall be evaluated on the basis of landed cost at Site. The evaluated price shall be arrived by:

Adding the following:

1. Ex-works price quoted by the bidder
2. Packing & Forwarding (if any)
3. Excise Duty, Educational cess (if any)
4. Sales tax with concessional Form
5. Transit insurance and Freight charges upto FOT delivered at site Including service tax, charges for unloading and stacking at site
6. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
7. Commercial/Technical loading, (if any)

The rate of ED & Cess and CST/LST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

31.4.3 Bids not conforming to Bid Evaluation criteria (BEC) and technical specifications/requirements shall be rejected.

31.4.4 The evaluation for award shall be made on item-wise basis (i.e. for each size of diameter). The bidders must quote for full quantity against each item of Price Schedule.

31.4.5 Bids not conforming to technical specifications / requirements shall be rejected.

31.3 PREFERENCES- Not Applicable for this tender.

31.4 Bids not conforming to technical specifications/ requirements shall be rejected.

32. Other Critical Points for evaluation of offer are as under:

32.1 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.

32.2 DOMESTIC PREFERENCE – Deleted

33. DEEMED EXPORT BENEFIT

33.1 Deemed export benefits are not applicable and Bidder should furnish prices without considering these benefits.



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
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AWARD OF CONTRACT

34. AWARD OF WORK.

34.1 The Owner will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

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

35. QUANTITY VARIATION:

35.1 In order to take care of the standard lot size for transportation purposes or manufacturing constraints, $\pm 5\%$ variation shall be allowed for the quantity of pipes scheduled for particular LOT of delivery.

35.2 The Owner reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

36. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

36.1 The 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 the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner's action.

37. NOTIFICATION OF AWARD

37.1 Prior to the expiration of period of bid validity BGL/ MECON will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance (FOA) will constitute the formation of the Contract.

37.2 The Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA), as applicable.



38. PERFORMANCE GUARANTEE

38.1 *Pursuant to Clause No. 12 of GCC-Goods bidder will provide Performance Guarantee @10% of order value within 30 days of receipt of FOA from the Owner. The contract performance bank guarantee shall be valid 03(three) months beyond the expiry of Warrantee/Guarantee period. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank).*

*However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores or equivalent US Dollars and a **declaration to this effect** should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.*

Performance Guarantee for 10% of order value shall be excluding taxes & duties.

BGL shall not be liable to pay any bank charges, commission or interest on the same.

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 ISO 9001 Company
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- 38.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Owner may take under the Contract pursuant to Clause 28.1.3 of GCC-Goods.
- 38.3 There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).
- 39. REPEAT ORDER**
- 39.1 Refer Clause no. 17 of SCC – Goods.
- 40. CORRUPT AND FRAUDULENT PRACTICES**
- 40.1 The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. The detailed policy is placed as Annexure 1 of this tender document.
- 41. WAIVER OR TRANSFER OF THE AGREEMENT**
- 41.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.
- 42. ORDER OF PRECEDENCE**
- The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts – Goods. Where any portion of Special Conditions of Contracts and General Conditions of Contract – Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of and General Conditions of Contract and Special Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract – Goods.
- 43. INCOME TAX LIABILITY**
- 43.1 The bidder will have to bear all income tax liability, both corporate as well as personnel.
- 44. DELETED**
- 45. NOT APPLICABLE**
- 46. Bids from Consortium / Joint Venture**
- Bids from Consortium / Joint Venture shall not be considered for this tender.
- 47. CENVAT / VAT CREDIT**
- 47.1 Bidder shall provide required documents for availing Cenvat / VAT Credit applicable on Customs duty, Excise duty, CST/LST/VAT as per prevailing rule.
- 48. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES-NOT APPLICABLE FOR THIS TENDER**
- 49.0 DELETED**



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
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50.0 REASON FOR REJECTIONS OF BIDS

Bidders if so desires, may seek in writing the reasons for rejection of their bid, to which BGL shall respond quickly.

51.0 DELETED

52.0 SUBMISSION OF FALSE/ FORGED DOCUMENTS

- a) Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/ document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, BGL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/ contractor without any prejudice to other rights available to BGL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- c) In case this issue of submission of false documents comes to the notice after execution of work, BGL shall have full right to forfeit any amount due to the vendor/ contractor along with forfeiture of CPBG/ Security Deposit furnished by the vendor/ contractor.
- d) Further, such bidder/ vendor / contractor shall be put on Blacklist/ Holiday list of BGL debarring them from future business with BGL.



Bhagyanagar Gas Ltd.

Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES

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ATTACHMENT I

FORMS AND FORMATS



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES
Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011





BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

- 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 Port of shipment _____
- 1-12 Whether Supplier / Manufacturer
Dealer/Trader/Contractor _____
- 1-13 Type of Material Supplies : _____

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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- 1-14 Banker's Name : _____
- 1-15 Branch : _____
- 1-16 Branch Code : _____
- 1-17 Bank account number : _____
- 1-18 Excise Registration number : _____
- 1-19 Excise Range : _____
- 1-20 Excise Division : _____
- 1-21 Excise Collectorate : _____
- 1-22 Local ST No. : _____
- 1-23 CST No. : _____
- 1-24 PAN No. : _____
- 1-25 Whether SSI Registrant Or not : _____
- 1-26 Service tax registration no. _____

(SIGNATURE OF BIDDER WITH SEAL)

Note: This should be submitted in the **Letter Head** of the Bidder

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

Annexure 1 to Form F-1: MANDATE FORM

1. Bidder Name :
2. Bidder Code: :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9 – Digit MICR code Number of the Bank & Branch
(As appearing in the MICR Cheque issued by the bank)
(Please do not give multicity cheque book code Number):
 - e. Type of account (Saving Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS/ IFSC Code (11 digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/ we declare that the particulars given above are correct and complete and I/ we accord our consent for receiving all our payments through Electronic Mechanism.



Place :
Date :

(Signature and designation of the Authorised person(s) of Bidder)
Official seal of the Vendor

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.
Place :
Date :

Signature of the Authorised Official of the Bank
Bank's Stamp

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-2
BID FORM

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir,

After examining/reviewing the Bidding Documents for Supply of MDPE Pipes, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of six (6) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in thirty days of such award.

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

Note: This should be submitted in the **Letter Head** of the Bidder



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES
Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011



BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-3
LIST OF ENCLOSURES

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir,



A. We are enclosing the following documents in Original as part of the bid:

1. Letter of Authority (Form F-5)
2. Bid Security/EMD *
3. Power of Attorney of the signatory to the Bidding Document & Integrity Pact in physical form.*
4. Bid Document fee*
5. Integrity Pact*
6. Formats F-3A

B. We are enclosing the following documents as part of the bid:

1. Documentary evidence required for meeting the Bidder Qualification Criteria as per bidding document.
2. Methodology of execution of work
3. Execution schedule with interlinking of various activities in form of bar chart meeting the progressive delivery / completion schedule.
4. All documents as per clause 10 of ITB i.e. "Documents Comprising the Bid" along with addendums/corrigendum.

(SEAL AND SIGNATURE OF BIDDER)

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-3A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year
	Amount (Currency)
1. Current Assets	
2. Current Liability	
3. Working Capital (Current Assets-Current Liability)	
4. Net worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm/
Chartered Accountant

[Signature of Authorized Signatory]

Name:

Designation:



Date:

Seal:

Membership No.:

Instructions:

1. The Financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited Annual Financial Statements as required for this tender Document. Failure to do so would result in the proposal being considered as non responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale Value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current Liability" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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Format-3B
(FORMAT FOR CERTIFICATION FROM BANK IF THE BIDDER'S WORKING CAPITAL IS INADEQUATE)

(To be provided on Bank's letter head)

Date:

Bidder's Name: _____

Tender No.: _____

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir,

Certified that M/s _____ (Name of the bidder with detailed address) is an existing customer of our Bank whose SB/Current Account No. _____. It is confirmed that against Tender No. _____ dated _____ 2016 for "_____" (job description as per tender document), M/s _____ (Name of the Bank with address) confirms availability of line of credit to M/s _____ (Name of the Bidder) for at least an amount of Rs. _____ (i.e minimum working capital requirement as per BEC, Section-I of Vol I.)

It is also confirmed that the net worth of the Bank is more than INR 1(one) Billion [Rs.100Crores].

Yours Truly,



For _____

(Authorized Signatory)
Name of the Signatory:
Designation:
Registration No.

Stamp of Bank

Signature of Bidder
Name of Bidder:
Designation:
Seal:

.....

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-4
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
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir(s),

In accordance with Invitation for Bid under your reference No _____
M/s. _____ having their Registered / Head Office at _____
(hereinafter called the Bidder) 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, the _____ Bank 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 2 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 _____ 201_ at _____.



WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)



Attorney as per
Power of Attorney No. _____
Date: _____

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
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INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

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 all future communication relating to the Bank Guarantee shall be forwarded to the Owner at its address as mentioned at ITB under intimation to BGL.
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 Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BGL.

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-5
LETTER OF AUTHORITY

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

No. _____ Date: _____

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir,

We _____ hereby authorize following representative(s) to attend Pre Bid Meeting, 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 authorised 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.

Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting, unpriced bid opening and price bid opening and submit the same to BGL.

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-6
NO DEVIATION CONFIRMATION



To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

Note: This should be submitted in the **Letter Head** of the Bidder

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

**F-7
CERTIFICATE**

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004



Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Intent is issued to us for Supply of MDPE Pipes the following certificate shall be automatically enforceable:

“We agree and acknowledge that the Owner is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Owner 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

Seal and Signature of Bidder

Note: This should be submitted in the **Letter Head** of the Bidder

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 मेकॉन ISO 9001 Company
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
 PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA



F-8
DETAILS OF SIMILAR WORK DONE DURING PAST SEVEN YEARS

Sr. No.	Description of the work	Location of the work	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note:

- Copies of P.O. and Inspection release note/ dispatch documents for the above works to be enclosed.
- The supplies completed earlier than seven years need not be indicated here
- The list of supplies, not of similar nature need not be indicated here

SEAL AND SIGNATURE OF BIDDER

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-9
PROFORMA OF BANK GUARANTEE
FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sirs,

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

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

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

1. We hereby undertake to give the irrevocable and unconditional
guarantee with you that if default shall be made by M/s.
..... in performing any of the terms and conditions of the Contract or in
payment of any money payable to Bhagyanagar Gas Limited. We shall on first demand without demur,
reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in
such manner as OWNER may direct the said amount of Rupees
only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone
for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under
the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights
or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would
not have the effect of releasing the BANK from its obligation under this DEBT.
3. Your right to recover the said sum of Rs. (Rupees
..... only) from BANK in manner aforesaid will not be affected or
suspended by reason of the fact that any dispute or disputes have been raised by the said
M/s..... and/or that any dispute or disputes are pending before any
officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding.
The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its
liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or
commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or
thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up,
dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all

purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.

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

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

6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Hyderabad Courts.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2016.

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

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



Place:

WITNESS:

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

2. (Designation)



..... (Common Seal)

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-10

DELETED

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-11

DELETED



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES
Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011





BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-12
DECLARATION

- 1.0 We confirm that we are not under any liquidation, court receivership or similar proceedings.
- 2.0 We also confirm that we have not been put on holiday/ banned by BGL/GAIL/ HPCL or Project Management Consultant (PMC) of BGL/GAIL/ HPCL or banned by any Government Department/ Public Sector on due date of submission of bid.
- 3.0 We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.
- 4.0 We also confirm that we are not affiliated with a firm or entity,
 - (i) that has provided consulting services related to works to Owner during preparatory stages of works or of the period of which the work form a part, or
 - (ii) that has been hired (or proposed to be hired) by the Owner as Engineer / Consultant for the contract.
- 5.0 We confirm that "the document submitted by M/s. (Name and address of the bidder) against tender no. dtd. are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. (Name and address of the bidder) shall be personally responsible not only for the damages or loss to BGL, but also for criminal proceedings under the relevant laws".

Signature & Seal of Bidder

Note: This should be submitted in the Letter Head of the Bidder

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 ISO 9001 Company
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
 PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA
 F-13

CHECK LIST

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

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

S. NO.	DESCRIPTION	STATUS
1.0	Signing and stamping each sheet of offer, original bid document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of bid	<input type="checkbox"/>
	a) Covering Letter, Letter of Submission	<input type="checkbox"/>
	b) Tender Fee as per tender terms & conditions	<input type="checkbox"/>
	c) Signed and stamped original copy of bidding document along with drawings and addendum (if any)	<input type="checkbox"/>
	d) Power of Attorney in the name of person signing the bid, in Physical form.	<input type="checkbox"/>
	e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
	f) Bidder's declaration in Form F-12.	<input type="checkbox"/>
	g) Un-priced Price Schedule with Prices Blanked out and mentioning "quoted/Not quoted" against each item as well as the rate of taxes & duties considered (But no amount to be filled up)	<input type="checkbox"/>
	h) Agreed Terms & Conditions with Annexure-1 duly filled in and signed	<input type="checkbox"/>
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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S. NO.	DESCRIPTION	STATUS
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of bid has been initialed and stamped by the authorized person.	<input type="checkbox"/>
7.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
8.0	Confirm that annual reports for last three financial years & duly filled in Form 3A are enclosed in the offer for financial assessment.	<input type="checkbox"/>
9.0	Confirm that all the documents as specified under IFB required for meeting the Bidder Qualification Criteria are enclosed in the bid separately.	<input type="checkbox"/>
10.0	Details of Built-in CIF value, details of Import duty included in the prices are furnished under the format attached for the same.	Not Applicable
11.0	Details of 2 years O& M spares are furnished in the format attached for the same.	Not Applicable

(Seal and Signature of Bidder)



Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF MDPE PIPES
Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011



F-14
AGREED TERMS & CONDITIONS

Bidder Name: M/s _____

RFQ No. : _____

Bidder's Offer Ref No. : _____



Tel. No. _____ Fax No. _____

Contact Person : _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN ENGLISH LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE BIDDER, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL, CONFIRM.
4. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".
5. ZERO DEVIATION : YOUR OFFER SHALL BE IN TOTAL COMPLIANCE WITH BIDDING DOCUMENT CONTAINING COMMERCIAL AND TECHNICAL SPECIFICATIONS INCLUDING GENERAL / TECHNICAL NOTES AND SCOPE OF SUPPLY INCLUDING DOCUMENTATION AS PER MATERIAL REQUISITION (MR) AND SUBSEQUENT TECHNICAL/COMMERCIAL AMENDMENT AND TECHNICAL/COMMERCIAL CORRIGENDUM, IF ANY, WITHOUT ANY DEVIATION OTHERWISE OFFER SHALL BE LIABLE FOR REJECTION.

BIDDER'S NAME:

SIGNATURE & SEAL:

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 ISO 9001 Company
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AGREED TERMS & CONDITIONS



Bidder's Name : M/s _____

RFQ No. : _____



Bidder's Offer Ref. No. _____

The Salient features of the offers are as below:

SL. NO.	DESCRIPTION	BIDDER'S REPLY/ CONFIRMATION
1.	Zero Deviation terms: a) Firm prices b) Earnest money deposit (EMD) / Bid Security c) Bid Document Fee d) Scope of work e) Specifications f) Price schedule g) Delivery / Completion Schedule h) Payment Terms i) Period of validity of bid j) Price Reduction Schedule (PRS). k) Performance Bank Guarantee (PBG) / Security Deposit. l) Guarantee of Material/ Works m) Arbitration / Resolution of dispute n) Force Majeure. o) Applicable laws p) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.	Confirmed
2.	Bidder has not taken any deviation to the Technical Specification of tender. The same has been signed by authorized signatory with company seal affixed as token of acceptance and submitted with the un-priced bid.	CONFIRMED
3.	Bidder confirms that prices quoted by them are on F.O.T site basis.	CONFIRMED
4.	Bidder confirms that Freight charges have been quoted in the Price Schedule and has not been indicated 'as actuals'.	CONFIRMED
5.	Part Order: Part Order is not applicable for this tender.	CONFIRMED
6.	Repeat Order: Confirm acceptance of REPEAT ORDER as per clause no. 17 of SCC	CONFIRMED
7.	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality	CONFIRMED



 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 मेकॉन ISO 9001 Company
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SL. NO.	DESCRIPTION	BIDDER'S REPLY/ CONFIRMATION
8.	Bidder Confirms that blank/un-priced“ Price Schedule” format duly mentioning “QUOTED / NOT QUOTED” as applicable, under each column (please take care NOT to mention any price/rate in the said columns) is submitted along with the technical bid	CONFIRMED
9.	Specify dispatch point (from where material will be dispatched to BGL site)	
10.	Public Procurement Policy for Micro and Small Enterprises (MSES) is Not Applicable for this Tender.	CONFIRMED
11.	In case of contradiction between the confirmations given herein in this ATC and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein ATC shall prevail. Confirm Acceptance.	CONFIRMED
12.	Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices.	CONFIRMED
13.	Inland Transit Insurance: Bidder confirms that the Prices quoted include Inland Transit Insurance.	CONFIRMED
14.	Quoted prices shall be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document.	CONFIRMED
15.	EXCISE DUTY	
A	Excise Duty: a. Tariff sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid	a)..... b).....
16.	SALES TAX	
A	Specify CST/ VAT	
B	Confirm the present rate of CST with form 'C' (in %) / VAT (in %) considered in the price bid:	CONFIRMED
C	Only statutory variations, if any, in the present rate of ED & CST/VAT, up to contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	CONFIRMED
17.	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed / found in future, the Bid submitted may be rejected / terminated at any stage.	CONFIRMED
18.	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with company seal affixed by the authorized person	CONFIRMED
19.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	CONFIRMED
20.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BGL, but also for criminal proceedings under the relevant laws.	CONFIRMED

 Bhagyanagar Gas Ltd.	Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011	 मेकॉन ISO 9001 Company
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SL. NO.	DESCRIPTION	BIDDER'S REPLY/ CONFIRMATION
21.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage shall be liable for rejection.	CONFIRMED
22.	Confirm submission of test certificates along with supply of material.	CONFIRMED
23.	Confirm submission of catalogues along with the offer	CONFIRMED
24.	Pre-dispatch Inspection (PDI) if applicable, no extra amount will be paid to bidder in this regard	CONFIRMED
25.	Please mention details of Owner/Partners/Proprietors/ Directors of the company.	
26.	Does your organization have an environment policy? Does your organization certified to ISO14001, if so, since when? Does your organization use any environment friendly product in manufacturing/ packing/ distribution process etc? Details of any award received in the field of Environment, Safety and Health?	
27.	Offer No. & Date (Do not leave this blank)	
28.	Bidder's Name & Complete Address (PO will be issued in this name)	
29.	Contact Details (Phone, Fax and e-mail ID)	



Bidder's Signature with Stamp & Seal

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-15

DELETED

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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BID DOCUMENT NO. MEC/23R8/01/51/S2/PE/00/0011
PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

F-16

DELETED

SECTION – III A

GENERAL CONDITIONS OF CONTRACT - GOODS (GCC - GOODS)

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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INDEX (GCC-Goods)

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CITY GAS DISTRIBUTION PROJECT
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1	Definitions	<p>In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:</p> <p>1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.</p> <p>1.1 CONSULTANT shall mean M/s. MECON Limited having its registered office at Ranchi, Jharkhad and its regional office at No.89, South End Road, Basavanagudi, Bengaluru – 560 004. The term consultant includes successors, assigns of M/s. MECON Limited.</p> <p>1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.</p> <p>1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.</p> <p>1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.</p> <p>1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.</p> <p>1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.</p> <p>1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.</p> <p>1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.</p> <p>1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.</p> <p>1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.</p> <p>1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to</p>
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Bhagyanagar Gas Ltd.

Bhagyanagar Gas Limited
CITY GAS DISTRIBUTION PROJECT
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		<p>inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.</p> <p>1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.</p> <p>1.13 PURCHASER shall mean Bhagyanagar Gas Limited having its registered office at Bhagyanagar Gas Limited, 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004, India. The term PURCHASER includes successors, assigns of BGL.</p> <p>1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.</p> <p>PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.</p> <p>Quantities – Bills of quantities</p> <p>Bills of quantities</p> <p>Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.</p> <p>1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.</p> <p>1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.</p> <p>1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.</p> <p>1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.</p> <p>1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.</p> <p>1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted</p>
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		<p>assigns of such person.</p> <p>1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.</p> <p>1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.</p> <p>1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.</p>
2	Seller To Inform	<p>2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.</p>
3	Application	<p>3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
4	Country of Origin	<p>4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p>
5	Scope of Contract	<p>5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.</p> <p>5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.</p> <p>5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.</p>



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		<p>5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.</p> <p>5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.</p> <p>5.6 All dimensions and weight should be in metric system.</p> <p>5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.</p> <p>5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.</p> <p>5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.</p> <p>5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.</p>
6	Standards	<p>6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.</p>
7	Instructions, Direction & Correspondence	<p>7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER</p>



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		<p>and shall always bear reference to the CONTRACT.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.</p>
8	Contract Obligations	<p>8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.</p> <p>8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.</p>
9	Modification In Contract	<p>9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.</p> <p>9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.</p>
10	Use of Contract Documents & Information	<p>10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.</p> <p>10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.</p>
11	Patent Rights, Liability & Compliance of Regulations	<p>11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.</p> <p>11.2 The SELLER shall indemnify the PURCHASER against all third</p>



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		<p>party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.</p> <p>11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.</p> <p>11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.</p>
12	Performance Guarantee	<p>12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.</p> <p>12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.</p> <p>12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.</p> <p>12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.</p>
13	Inspection, Testing & Expediting	<p>13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.</p> <p>13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.</p> <p>13.3 Should any inspected or tested GOODS fail to conform to the</p>



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		<p>specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.</p> <p>13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.</p> <p>13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.</p> <p>13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.</p> <p>13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).</p> <p>13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.</p> <p>13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.</p> <p>13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.</p> <p>13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.</p> <p>13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.</p>
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		<p>13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.</p> <p>13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.</p> <p>13.15 Inspection & Rejection of Materials by consignees When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.</p>
<p>14</p>	<p>Time Schedule & Progress Reporting</p>	<p>14.1 Time Schedule Network/Bar Chart</p> <p>14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.</p> <p>14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.</p> <p>14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.</p> <p>14.1.4 The time schedule network/bar chart shall be updated at least every second month.</p> <p>14.2 Progress Trend Chart/Monthly Report</p> <p>14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.</p> <p>14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.</p> <p>14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.</p> <p>14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.</p> <p>14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.</p> <p>14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and</p>



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		<p>is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.</p>
<p>15</p>	<p>Delivery & Documents</p>	<p>15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.</p> <p>15.2 Delivery shall be deemed to have been made :</p> <p>a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.</p> <p>b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.</p> <p>c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).</p> <p>15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.</p> <p>15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.</p> <p>15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.</p> <p>15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.</p> <p>15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and</p>



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		protected.
		15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
16	Transit Risk Insurance	<p>16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</p> <p>16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements :</p> <p>Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BGL.</p> <p>Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BGL.</p> <p>The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.</p> <p>16.3 PURCHASER's Insurance Agent : [The name and address-as mentioned under SCC]</p>
17	Transportation	<p>17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p> <p>17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p>
18	Incidental Services	<p>18.1 The Seller may be required to provide any or all of the following services:</p> <p>18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:</p> <p>18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:</p> <p>18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.</p>



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		<p>18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.</p> <p>18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.</p> <p>18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.</p> <p>18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.</p>
19	Spare Parts, Maintenance Tools, Lubricants	<p>19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.</p> <p>19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and</p> <p>19.1.2 In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested. <p>19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :</p> <p>19.2.1 The construction, execution and commissioning.</p> <p>19.2.2 2 years operation and maintenance.</p> <p>19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.</p> <p>19.4 Type and sizes of bearings shall be clearly indicated.</p> <p>19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.</p> <p>19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.</p>



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		<p>19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.</p> <p>19.8 Lubricants</p> <p>19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.</p> <p>19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.</p> <p>19.8.3 Seller shall indicate various equivalent lubricants available in India.</p>
20	Guarantee	<p>20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.</p> <p>No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.</p> <p>If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.</p> <p>PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.</p> <p>In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data</p>



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		<p>sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.</p> <p>20.2 PERFORMANCE GUARANTEE OF EQUIPMENT</p> <p>20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.</p> <p>20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.</p> <p>20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.</p>
21	Terms of Payment	<p>21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.</p>



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		<p>General Notes:</p> <ol style="list-style-type: none"> 1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value. 2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures. 3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects. 4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder. 5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted. 6. No interest charges for delay in payments, if any, shall be payable by PURCHASER. 7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself. 8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
22	Prices	22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.
23	Subletting & Assignment	23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24	Time As Essence of Contract	24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25	Delays In The Seller's Performance	25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to: i) hire for period of delay from elsewhere goods which in



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		<p>PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or</p> <p>ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or</p> <p>iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.</p> <p>25.2 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.</p>
26	<p>Price Reduction Schedule For Delayed Delivery</p>	<p>26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.</p> <p>26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.</p> <p>26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.</p> <p>26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.</p> <p>Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.</p>
27	<p>Rejections, Removal of Rejected Equipment & Replacement</p>	<p>27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under</p>



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		<p>warranty provisions.</p> <p>27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.</p> <p>27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.</p> <p>27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.</p> <p>27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).</p>
28	Termination of Contract	<p>28.1 Termination for Default</p> <p>28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:</p> <ul style="list-style-type: none"> A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER. <p>28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.</p> <p>28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Bhagyanagar Gas Limited Against any type of tender nor their offer will be considered by BGL against any ongoing tender (s) where contract between BGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by Bhagyanagar Gas</p>



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		<p>Limited to such VENDOR.</p> <p>28.2 Termination for Insolvency</p> <p>The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.</p> <p>28.3 Termination for Convenience</p> <p>28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.</p> <p>28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:</p> <ol style="list-style-type: none"> to have any portion completed and delivered at the CONTRACT terms and prices, and /or to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.
29	Force Majeure	<p>29.1 Shall mean and be limited to the following:</p> <ol style="list-style-type: none"> War/hostilities Riot or Civil commotion Earthquake, flood, tempest, lightening or other natural physical disaster. Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER. <p>The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p>



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		<p>SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.</p>
<p>30</p>	<p>Resolution of Disputes/Arbitration</p>	<p>30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.</p> <p>30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.</p> <p>30.3 Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within State of Telangana.</p> <p>30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (Bhagyanagar Gas Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.</p> <p>In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.</p> <p>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.</p> <p>Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder 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).</p> <p>Seller may please note that the Arbitration & Conciliation Act 1996</p>



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		<p>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 1996.</p> <p>The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.</p>
31	Governing Language	<p>31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.</p>
32	Notices	<p>32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
33	Taxes & Duties	<p>33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.</p> <p>33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.</p> <p>33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.</p> <p>33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.</p>
34	Books & Records	<p>34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.</p>
35	Permits & Certificates	<p>35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to</p>



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		<p>hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.</p>
36	General	<p>36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.</p> <p>36.2 Losses due to non-compliance of Instructions</p> <p>Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.</p> <p>36.3 Recovery of sums due:</p> <p>All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.</p> <p>36.4 Payments, etc. not to affect rights of the PURCHASER:</p> <p>No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.</p> <p>36.5 Cut-off Dates</p> <p>No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)</p> <p>36.6 Paragraph heading</p> <p>The paragraph heading in these conditions shall not affect the construction thereof.</p>
37	Import Licence	<p>37.1 No import licence is required for the imports covered under this document.</p>
38	FALL CLAUSE	<p>38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of</p>



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		<p>the order.</p> <p>38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:</p> <ol style="list-style-type: none"> a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) sale of goods such as drugs which have expiry dates. <p>38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:- “I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the BGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the BGL under the order.”</p> <p>Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.</p>
39	Publicity & Advertising	39.1 Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.
40	Repeat Order	40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.
41	Limitation of Liability	41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



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SECTION – III B

SPECIAL CONDITIONS OF CONTRACT – GOODS
(SCC - GOODS)



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Special Conditions of Contract (SCC)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. Similarly, provisions of Volume -II (Technical) shall over-ride any such provisions mentioned in SCC & GCC.

1. SCOPE OF SUPPLY

2.1 Seller's scope shall include (a) Design, detail engineering, manufacturing of items as per Material Requisition technical specifications, (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser, as applicable as per bid document and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Loading on truck/trailer and Unloading of MDPE Pipes at Project site; (i) providing all related services as detailed in the technical specification.

2. PACKING, MARKING AND SHIPMENT

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

2.2. For MARKING & PACKAGING of the MDPE Pipes shall be as per clause no. 5.0 of Section-I of Technical Specification.

2.3. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Attachment II of this Bidding Document.



3. EVALUATION AND COMPARISON OF BIDS WILL BE AS PER CLAUSE NO. 31 OF ITB.

4. DELIVERY SCHEDULE

4.1. Delivery of the total order quantity will be completed as given below from date of Fax of Acceptance (FOA):

Item Description	Completion period
Manufacture, Inspection, Testing, Supply (on FOT Site basis) including packaging forwarding, transportation, etc.	Progressively within 8 (Eight) months from the date of FOA on FOT site basis wherein 25% of the ordered LOT quantity, location wise will be delivered every two (2) months so that total 100% of the ordered quantity is supplied within Eight (8) months from the date of FOA.

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

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5. DESPATCH INSTRUCTIONS

- 5.1. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- 5.2. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

- 6.1. It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

7. LIEN

- 7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

8. DELETED

9. REJECTION

- 9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.
- 9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER.

10. LIMITATION OF LIABILITY

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

11. INSURANCE

Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same

12. GOVERNING LAW

- 12.1. Laws of India will govern the Agreement and Hyderabad courts will have exclusive jurisdiction on all matters related to Agreement.

13. OWNER'S RIGHTS AND REMEDIES

- 13.1. Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to makeup the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.



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14. GUARANTEE

- 14.1.** If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of twelve(12) months from the date of commissioning of the equipment or prior to expiry of twenty four (24) months from the date of last shipment, whichever is earlier, first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

15. PRICE REDUCTION SCHEDULE (PRS)

- 15.1.** *In case of delay in delivery of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of material value for the unsupplied portion per week of delay or part thereof, subject to ceiling of 5% (FIVE PERCENT) of the total order value. For details, please refer GCC-Goods.*

- 15.2.** *The value referred in PRS clause is excluding taxes, duties & freight.*

16. TERMS AND MODE OF PAYMENT

- 16.1.** The terms and mode of payment shall be as per Section III C.

17. REPEAT ORDER

CLAUSE NO. 40.1 OF GCC (GOODS) SHALL BE MODIFIED TO THE FOLLOWING EXTENT:-
"PURCHASER reserves the right, within 6 months of order to place repeat order upto 100% of the original quantity without any change in unit price or other terms and conditions."

18. DELETED

19. FALL CLAUSE



Fall Clause under Clause 38 of BGL's GCC Goods stand deleted.

20. QUALITY ASSURANCE/QUALITY CONTROL

- 20.1.** The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for the various supplies for approval of BGL/ MECON.
- 20.2.** The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 20.3.** The Purchaser, while agreeing to a quality assurance plan shall mark the stages for witness of Tests, review at any or all stages of work at shop/site as deemed necessary for quality assurance.

21. PERFORMANCE EVALUATION

- 21.1.** The performance of Contractor to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor Performance Evaluation Procedure will be as per Attachment II of this bidding document.

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22. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) In-charge, BGL – CGD Project
MECON Limited,
No. 89, South End Road, Basavanagudi,
Bengaluru – 560 004, India
- b) Dy Manager (C&P),
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004
- c) Project Manager,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

22. Clause no. 16.0 of GCC shall be appended with the following :

Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same

23. 5th Para of Clause no. 30.4 of GCC, shall be modified as per the following :

“provisions of (Indian) Arbitration & Conciliation Act, 1996” shall be replaced by “provisions of (Indian) Arbitration & Conciliation Act, 1996 as amended time to time and Bhagyanagar Gas Limited Conciliation Rules 2013”

24. Clause no. 30.4 of GCC shall be appended with the following :

SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT(S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

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



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25. Other clauses

1) **Failure and termination Clause**

Time and date of delivery shall be the essence of the contract. If the vendor/contractor fails to deliver the entire quantity of materials ordered/ complete the work or a part thereof within the contractual delivery/ completion period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, BGL may without prejudice to any other right or remedy available to it recover damages for breach of the contract in any manner stipulated hereunder:-

(a) Recover from the vendor/ contractor an agreed amount towards Price Reduction Schedule and not by way of penalty a sum equivalent to 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof (this is a genuine pre-estimate of damages duly agreed by the parties) which the vendor/ contractor has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period.

It may be noted that such recovery of PRS may be up to 5% of the contract price / of the total quantity of items of materials / equipment which the contractor has failed to deliver within the period fixed for delivery; or

(b) Purchase or authorise the purchase elsewhere on the account and at the risk of the contractor, of the materials not so delivered or others of a similar description, by serving prior notice to the contractor / supplier without canceling the contract in respect of the installment not yet due for delivery;



or

(c) Cancel the contract or a portion thereof by serving prior notice to the contractor and if so desired, purchase or authorise the purchase of the materials not so delivered or others of a similar description (where such materials exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchases even through the lowest. Where the contract is terminated at the risk and cost of the firm under the provisions of this clause, it shall be solely upto the purchaser to exercise his discretion to collect or not, the security deposit from the firm, on whom the contract is placed, at the risk and expense of the defaulting firm.

(d) Where action is taken under sub-clause (b) or sub-clause(c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase on the contractor.

(e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contract price of delayed supplies (whole unit) at the rate of 1/2% (half per cent) of the contract price of the whole unit per week for such delay or part thereof upto a ceiling of 5% of the contract price of delayed supplies thus accrued will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the material submitted by the vendor/ contractor in accordance with terms of supply order, or otherwise.

(f) Notwithstanding anything stated above equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not

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delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

26. General Conditions

- (i)** When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.
- (ii)** The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated there in.
- (iii)** Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to BGL.

27. DELETED

28. DESTINATION /STORE



As per Material Requisition (MR) in Vol.-II

29. DELETED

30. DELETED

SECTION – III C

PAYMENT TERMS AND MODE OF PAYMENT

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>ISO 9001 Company</p>
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1. TERMS OF PAYMENT

The following shall be read in conjunction with Clause no. 21 of GCC (Goods)

1.1 SUPPLY:

1.1.1 100% payment of the supplied portion along with all taxes, duties and freight will be paid on receipt & acceptance of goods at FOT site after adjustment of PRS, against submission of invoice in triplicate and following documents:

- i) Inspection release note by Purchaser/Purchaser's authorized representative.
- ii) Original LR/GR
- iii) Documents as specified in Vendor Data Requirement in MR.
- iv) Packing List
- v) Insurance cover note covering transit insurance
- vi) Document related to CENVAT credit to be claimed by Owner, if applicable

2. MODE OF PAYMENT

2.1 All payments payable in Indian rupees against the contract shall be released by Owner through account payee cheque payable at par.

4 DEDUCTION AT SOURCE

4.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.

4.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

5 PAYING AUTHORITY:

In-charge (Finance),
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

6 Cenvatable invoice(s)/ Bill(s) shall be raised in the name of

Engineer-in-charge
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, HYDERABAD – 500004



Bhagyanagar Gas Ltd.

Bhagyanagar Gas Limited

CITY GAS DISTRIBUTION PROJECT

SUPPLY OF MDPE PIPES



Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011



SECTION – III D



PRICE SCHEDULE

ATTACHED SEPARATELY

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited CITY GAS DISTRIBUTION PROJECT SUPPLY OF MDPE PIPES Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	 <p>मेकॉन ISO 9001 Company</p>
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ATTACHMENT – II

- 1. PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIAL**
- 2. PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL**
- 3. SPECIAL PACKAGING REQUIREMENT**
- 4. INTEGRITY PACT**
- 5. ENTERPRISE INFORMATION REGARDING MSME ACT (NOT APPLICABLE)**
- 6. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**
- 7. PERFORMANCE EVALUATION**

 <p>Bhagyanagar Gas Ltd.</p>	<p>Bhagyanagar Gas Limited</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF MDPE PIPES</p> <p>Bid Document No.: MEC/23R8/01/51/S2/PE/00/0011</p>	
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1. **PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS**

1.0 General

- 1.1 This specification forms an integral part of the relevant PURCHASE ORDER, in addition to the specifications, drawings and instructions explicitly listed in the PURCHASE ORDER.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SELLER of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

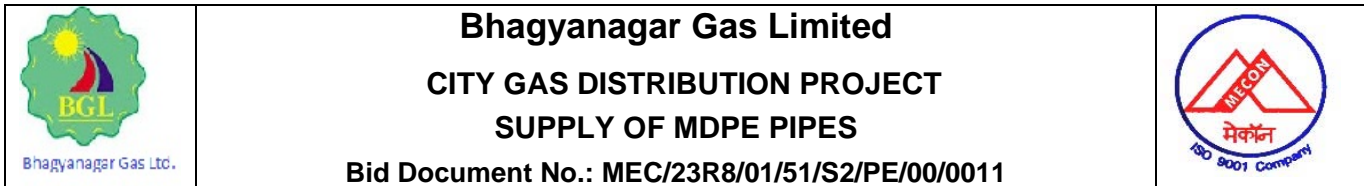
2.0 Project

Name of PURCHASER, Project location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.
 - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
 - c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.



- 3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.
- 3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.
- 3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

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

PURCHASER : BHAGYANAGAR GAS LIMITED

PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

DESTINATION

Purchase Order No.....

Net Wt..... Kgs Gross Wt..... Kgs.

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

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

Seller's Name.....



- 4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.
- 4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

- 5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.2 Despatch by Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved),

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Transporter's Agent at destination, if any, etc. and intimate same to BGL/PMC EIC (respective Project Site).

5.3 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks.
Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of BGL/PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

SELLER should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads



Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be despatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the SELLER shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the SELLER shall inform BGL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to BGL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be

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corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever SELLER is instructed by PURCHASER to airfreight any material, the SELLER shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, BGL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, BGL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser at project site accompanied by the original invoices, packing lists and challans.



The SELLER shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to PURCHASER's / PMC (HO & Site) etc.

6.0 Transit Risk Insurance

All equipments/ materials will be insured for transit risk by CONTRACTOR unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters



All materials must be despatched through PURCHASER / PMC approved transporters, list of which may be obtained from the PURCHASER's / PMC nearest branch/regional office.

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2. **PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL**

1.0 PACKING

- 1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packers standard for export shipments.
- 1.2 Fragile articles should have special packing materials depending on type of materials.
- 1.3 Pipes shall be packed as under:
- a) Up to 50 mm NB in Wooden cases/crates
 - b) Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
 - c) Above 100mm NB in loose Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.
- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
- 1.5 All soft and delicate surfaces on equipment material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.6 All soft and delicate surfaces on equipment material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.7 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.8 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.9 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.10 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.11 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.12 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.13 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

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2.0 MARKING

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

PURCHASER : BHAGYANAGAR GAS LIMITED

PROJECT: CGD PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

DESTINATION

Purchase Order No.....
Net Wt..... Kgs Gross Wt..... Kgs.
Dimensions.....X.....X.....CM.
Package No. (Sl. No. of total packages).....
Seller's Name.....

2.2 Letters, hares, marks etc, used for marking shall he stencil printed. Handwriting should be avoided as for as possible. Size of letters shall be optimum for each package dimension.

2.3 In case of bundles or other packages wherever marking cannot be stenciled same shall he embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3.0 SHIPMENT

Since items are required on FOT site basis, contractor may carryout shipment in conformity of rules & regulation prevalent at that time within India & outside.

4.0 SHIPPING DOCUMENTATION

4.1 All documents shall be in English Language.

4.2 DOCUMENTS REQUIRED BEFORE SHIPMENT



Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser in triplicate.

4.3 DOCUMENTS REQUIRED AFTER SHIPMENT

4.3.1 The Supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

4.3.2 The Supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i) Commercial Invoice
- ii) Bill of Lading
- iii) Inspection Release Note
- iv) Packing List
- v) Freight Memo
- vi) Certificate of Origin
- vii) Test Certificate
- viii) Test Certificate
- ix) Certificate of Measurement and Weight

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4.3.3 One set each of the above documents is to be sent by first class courier to Purchaser at the address given in the Bidding Document and to Engineer-in- Charge (Respective Project Sites).

4.3.4 In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed). Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

4.4 BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of Purchaser or order OF the bank (and not order of the shipper)and the notify column should indicate Tripura Natural Gas Company Limited with address.

4.5 PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages.

In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5.0 SHIPPING ADVICE

5.1 Within 48 hours after shipment, the Supplier SHALL send shipping advice by way of Cable Fax to Engineer-in-Charge at respective project sites and Purchaser at the address given below in clause 6.0. giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and NOT tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief. Purchase Order Number, total FOB. and Freight Values, number OF Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2 In case of free replacement supply of components/parts. the supplier shall advise by cable Fax above dispatch particulars ALONGWITH specific statement 'Free Supply' Value for customs purposes only'.

6.0 ADDRESSES

6.1 The consignments should be despatched as indicated in bid document/Purchase Order.

6.2 Consignee (for sea port/ airport of entry): - Bhagyanagar Gas Limited

Address shall be intimated to successful bidder at the time of award.

6.3 Storehouse(s):



Address to be intimated later.

6.4 Bankers

Address to be intimated later.

6.5 Paying Authority:

Address to be intimated later.

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7.0 SHORT SHIPMENTS

- 7.1 Seller should thoroughly check all items in the packing before effecting shipment, If any item(s) are found short packed in sound boxes on examination at project site. Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.



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3. **SPECIAL PACKAGING REQUIREMENTS**

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.



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4.



INTEGRITY PACT

INTRODUCTION:

BGL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact to ensure that all activities and transactions between the Company (BGL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

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ANNEXURE-1



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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GAIL/ BGL/HPCL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGL shall be entitled to terminate the Contract. BGL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) BGL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until BGL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, BGL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between M/s Bhagyanagar Gas Limited, a Government of India Public Sector, (here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

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

PREAMBLE



The Principal intends to award under laid down organizational procedures, contract/s for **SUPPLY OF MDPE PIPES FOR CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA & KAKINADA**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant 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 GAIL/ BGL /HPCL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.



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Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Deleted

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions

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

(Name & Designation)
For the Principal

(Name & Designation)
For the Bidder/Contractor

Place -----

Witness 1: -----



Date -----

Witness 2: -----

Note:



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

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

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5. Enterprise's Information with respect to the
Micro, Small and Medium Enterprises Development Act, 2006

**Public Procurement Policy for Micro and Small Enterprises (MSES) is Not Applicable
for this Tender.**

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Annexure-1

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

A Definitions:

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

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

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

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

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

A.6 "Appellate Authority" shall mean Committee of Directors of BGL.

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

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

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



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

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

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

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

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

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B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

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

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

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

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

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

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

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

B.2.2 Period of Banning



Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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



D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BGL.



The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

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- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ misappropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- F. Appeal against the Decision of the Competent Authority:
- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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Annexure-2

7.0 PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS

1.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors associated with BGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BGL.



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

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

3.1 FOR PROJECTS

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

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

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

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

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

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

- A) Where Performance rating is "POOR":

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

- (B) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

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



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iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

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

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

A) Where performance rating is "POOR"

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"



(B) Where Performance rating is "FAIR"

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

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5.0 EFFECT OF HOLIDAY

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

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

5.3. Effect on other ongoing tendering:

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

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

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

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

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

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



8. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

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9. ERRANT BIDDER

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

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



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PERFORMANCE RATING DATA SHEET
(FOR PROJECTS JOBS)

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

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allotted				

Note:
Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:



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Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases 10 marks

ii) When quality failure endanger system integration Failure of severe nature 0 marks

- Moderate nature 5 marks
- low severe nature and safety of the system 10-25 marks

iii) Number of deviations
1. No deviation 5 marks
2. No. of deviations < 2 2 marks
3. No. of deviations > 2 0 marks



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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Bhagyanagar Gas Limited
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

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Sl. No.	Range (Marks)	Rating
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4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



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	More than 16 weeks	0
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	" 20 weeks	15
	" 24 weeks	10
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- Moderate nature 5 marks
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1.3 RELIABILITY PERFORMANCE

20 Marks

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iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
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