



BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Tender for Engagement of Consultant for
Business Process Re-Engineering.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

e- tender

Bid Document No.: BGL/553/2022-23

VOLUME-I of II



**Tender for Engagement of Consultant for Business
Process Re-Engineering.**

Bid Document No. BGL/553/2022-23

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REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/553/2022-23

Date: 30.07.2022

To,

**Item : Tender for Engagement of Consultant for Business
Process Re-Engineering.**

Availability of documents on website : i) www.bglgas.com/tenders ->e-tender
ii) www.cppportal/e-publish
iii) <https://petroleum.euniwizarde.com/>
The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (<https://petroleum.euniwizarde.com/>) using valid Digital Signature Certificates

Pre- bid meeting : 10.08.2022 at 1100 Hrs: Through Online mode.

Pre-Bid meeting link :

<https://bhagyanagargaslimited.my.webex.com/bhagyanagargaslimited.my/j.php?MTID=m6b1732de15cc6804af845f52b2331d57>

Meeting number: 2640 968 3947

Password: 1234

Due Date & Time of submission of bid : 23.08.2022 at 1500 hrs. (IST)

Date & Time for Opening Un-Priced Bids : 23.08.2022 at 1600 hrs (IST)

Address : **Bhagyanagar Gas Limited**
2nd Floor, TSIDC Building,
Parishram Bhavan, Basheer Bagh,
Hyderabad-500 004
Ph No.: 040-23236983; Fax No.: 040-23245081
E-mail: sm.basha@gail.co.in /bonnyk.joseph@bglgas.com

Contact Person : S.M. Basha, GM (Commercial)

Validity of Offer : Minimum **03 months** from the due date of submission of offer.

BID SECURITY DETAILS :

a) Bid Security Amount : **NOT APPLICABLE**

- Note:** 1) Corrigenda, Addenda etc. if any to the above will be hosted in above mentioned website(s)/ portal. Bidders should regularly visit the website to keep themselves updated.
2) Bidders are advised to complete the registration with e-tender portal (<https://petroleum.euniwizarde.com/>) at least two working days prior to bid submission date.
3) In case of the days specified above happens to be a holiday in BGL, the next working day shall be implied.



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

Website for Online bid Submission:

<https://petroleum.euniwizarde.com/>

Prior uploading all the Techno-Commercial PDF Tender Documents on e-wizard portal (<https://petroleum.euniwizarde.com/>), please ensure that all the documents should be Digitally Signed.

Details in Annexure- 1:

INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING SECTION IN BID DOCUMENT. (Page 8 to 11 in Vol I of II of Bid/RFQ Document)

**Tender for Engagement of Consultant for Business
Process Re-Engineering.****Bid Document No. BGL/553/2022-23****Gentlemen,**

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

2.0 E-tender under **Two-Bid System** are invited for **LIMITED Tender for Engagement of Consultant for Business Process Re-Engineering through QCBS Method**. **Bidders are advised to complete the registration with e-tender portal (<https://petroleum.euniwizarde.com/>) for the participation in e-tendering.**

3.0 EVALUATION BASIS

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

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

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

6.0 **The following documents in addition to uploading in the e-bid on BGL e-tendering portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded along with the e-bid within the Due Date & Time of Bid Submission:**

- i) Power of Attorney**

7.0 Bidder must furnish turnover details for the last three financial years along with their bid. It may please be noted that in case performance is not satisfactory, the offer is liable to be rejected.

8.0 Bidder shall ensure that Bid Security, IN CASE APPLICABLE, having a validity of **5 months** from the bid due date, must accompany the offer.

9.0 Bids complete in all respects should reach on or before the **BID DUE DATE AND TIME**. Fax/Telex/Telegraphic/ E-Mail/Physical bids shall be rejected. Only bid submitted through e-wizard portal - <https://petroleum.euniwizarde.com/> will be accepted.

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



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- 11.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 12.0 **The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may likely to be present in the bid opening shall be attended as per the e-tendering procedure through online mode.** However, date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.
- 13.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt. / Public Sector Undertaking of India.
- 14.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/ EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 14.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 7 days of due date of submission of bid on the following address:-

S.M. Basha, GM (Commercial)
Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad
Ph No.: 040- 23245090/ 23236983
Fax. No.: 040- 23245081
Email: sm.basha@bglgas.com

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

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

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,
FOR AND ON BEHALF OF
Bhagyanagar Gas Limited



Bhagyanagar Gas Limited

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Enclosure: Bid Document

(S.M. Basha)
GM (Commercial)

**ALL THE SUPPORTING DOCUMENTS REQUIRED AS PER TENDER ENQUIRY ARE TO BE
FILED PROPERLY. NO LOOSE PAPERS OR ATTACHMENTS ARE ALLOWED OR
ENTERTAINED**



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Annexure – 1

**INSTRUCTIONS FOR PARTICIPATION IN e-
TENDERING**

***INSTRUCTION FOR VENDORS***

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

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://petroleum.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send **User ID** for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) Tender Document can be downloaded from ITI’s e-procurement website <https://petroleum.euniwizarde.com/> or from e-tender link given on official BGL website <http://www.bglgas.com>. Payment of requisite e-Tender Processing Fee (non-refundable) shall be made to ITI Limited’s account through online mode vide the link on their e-procurement portal as specified in the tender document before bidding. Any bidder who does not pay this processing fee to ITI Limited’s will not be able to proceed further for bid submission on the portal. BGL shall not be accountable to any payment made in favour of M/s. ITI Limited.



2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.



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- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

5. AMENDMENT OF BID DOCUMENT

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

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is **Gagan (8448288987/eprochelpdesk.01@gmail.com), Vijay(8448288989/eprochelpdesk.03@gmail.com),Suriya(8448288994/eprochelpdesk.06@gmail.com),8448288992,8448288984,8448288986,8448288982,8448288988**
- 7.** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- 8.** The bid should be submitted through e-Wizard portal (<https://petroleum.euniwizarde.com/>) only.



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SECTION – 1

**BIDDERS ELIGIBILITY CRITERIA /
BID EVALUATION CRITERIA (BEC):**



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EVALUATION METHODOLOGY:

The evaluation criteria for the tender may be as follows;

1. Eligibility and Evaluation:

The tender document has been issued on tender platform, responder to the tender issued by BGL and shall subsequently carry out Dip Stick Study at BGL installations and submitted their findings through report / presentation along with bid. Also, it is permitted to transfer this invitation to any other firm. Any firm can submit its offer against this tender.

A firm selected as the highest ranked bidder will be consideration of award of contract under Quality and Cost Based Selection procedure as described in the tender.

2. Evaluation of Technical Bid:

BGL at its sole discretion may nominate a committee of its executives who will evaluate the technical proposals on the basis of responsiveness to the terms & conditions of the tender, applying the evaluation criteria, sub-criteria, and point system specified in the Tender. Each responsive proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender or if it fails to achieve the minimum technical score indicated in the Tender.

BGL shall evaluate each technical proposal taking into account various criteria as mentioned under QCBS. Each criterion shall be marked as per the documentary evidence / presentation by the bidder, out of the weights assigned. Then the total points shall be weighted to become technical scores.

The Bidders are required to score minimum 80% technical points (quality) to qualify for opening of their financial proposal.

3. Evaluation of Financial Bids:

After the technical evaluation (quality) is completed, BGL shall notify only those bidders whose proposals meet the minimum qualifying mark and were considered responsive to the RFQ and Financial Proposals (Bid) of such bidders only will be opened.

The Financial Proposals shall be opened in the presence of representatives of the bidders who choose to attend. The name of the bidder, the technical points, and the price quoted shall be read out by BGL.

The proposal with the lowest cost (LCs) shall be given financial score (FS) of 100 points. The financial scores of other proposals shall be computed as follows:

$$FS = 100 \times LCs / F$$

Where F= amount of Financial Proposal
Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined technical (quality) and financial scores and adding them, as follows:

$$S = TS * WTS + LCs * WFS$$

Where S = total score,



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TS = Total technical score,

FS = Financial score

WTS = Weight assigned to technical score, 80% i.e. 0.8

WFS = weight assigned to financial score, 20% i.e. 0.20

Generally, the successful applicant shall be the applicant having the highest total score. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score shall be ranked first.

The firm obtaining the highest rank may be invited for negotiation before finalizing the award of contract.

Quality and Cost Base Selection (QCBS):

Bidder's technical suitability for the tendered project will be assessed based on following criteria and scores obtained thereof combined with the presentation. Bidders are required to fill up data against criteria specified under serial no. 1 to 4 for evaluation by BGL and to provide requisite details / notarized documents wherever required in the formats provided in the tender for the purpose.

Sr. No.	Criteria / Particulars	Weightage	Limits / Values	Unit
1.	Size & Presence of Consulting Firm in India & Globally	5		
1.1	Number of personnel from oil and gas sector from overseas offices who will be engaged / involved for this project	2	>=2: 2 =1: 1	
1.2	Number of personnel from oil and gas sector from India office who will be engaged / involved for this project	3	>=5: 3 >=3: 2 <3: 0	
2.	Key Personnel / Specialist to be engaged with BGL in this assignment	30		
2.1	Experience of Team-Leader in Oil & Gas Sector who will be engaged with BGL for this project	7	>=15 : 7 >=10 : 5 <10 : 0	Years
2.2	Experience of Domain Expert across sectors for Profit Maximization Projects	7	>=15 : 7 >=10 : 5 <10 : 0	Years
2.3	Experience of the respective Specialists in the Oil and Gas Sector in the following 5 Levers, who will be engaged with BGL for this project:	16		Years



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2.3.1	Gas sourcing, sales / trading, marketing and pricing of CNG / PNG / Petroleum products	4	>=8 : 4 >=6 : 3 =5 : 1 <5 : 0	Years
2.3.2	Energy and fuel cost analysis, O&M cost of major equipment	4	>=8 : 4 >=6 : 3 =5 : 1 <5 : 0	Years
2.3.3	CGD installations & network – CNG stations, PNG Network; Gas Pipelines- steel, MDPE. CAPEX	4	>=8 : 4 >=6 : 3 =5 : 1 <5 : 0	Years
2.3.4	Treasury / Cost structure / Overheads; C&P and Inventory Controls	2	>=6 : 2 =5 : 1 <5 : 0	Years
2.3.5	F&S, HR, Finance and other operations	2	>=6 : 2 =5 : 1 <5 : 0	Years
3.	Experience of Bidder	35		
3.1	Number of Profit Maximization / Cost Optimization/ Margin Improvement / Business Performance / Efficiency Improvement consultancy engagements where incremental profit achieved for value more than Rs. 10 Crores in Oil and Gas sector by the Bidder in the last 10 years	10	>=5 : 10 =4 : 8 =3 : 6 =2 : 4 =1 : 2 <1 : 0	No.
3.2	Total Cumulative Incremental Profit achieved for the projects mentioned at S. No. 3.1 in the last 10 years	10	>=100 : 10 >=80 : 8 >=60 : 6 >=40 : 4 >=20 : 2 <20 : 0	Rs. In Crore
3.3	Number of Profit Maximization/Cost Optimization/Margin Improvement consultancy engagements in CGD industry / Natural Gas of awarded value exceeding Rs. 5 Crores in the last 10 years	5	>=5 : 5 =4 : 4 =3 : 3 =2 : 2 =1 : 1 <1 : 0	No.



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3.4	Number of Profit Maximization/Cost Optimization/Margin Improvement consultancy engagements in CGD industry / Natural Gas of awarded value exceeding Rs. 5 Crores in the last 10 years	5	$\geq 5 : 5$ $= 4 : 4$ $= 3 : 3$ $= 2 : 2$ $= 1 : 1$ $< 1 : 0$	No.
3.5	Number of Profit Maximization/Cost Optimization/Margin Improvement consultancy engagements in Energy costing, O&M of equipment & Hydrocarbon Pipeline of awarded value exceeding Rs. 5 Crores in the last 10 years	5	$\geq 5 : 5$ $= 4 : 4$ $= 3 : 3$ $= 2 : 2$ $= 1 : 1$ $< 1 : 0$	No.
4.	Presentation by Consultant post bid submission	30		
5.	Presentation inter alia covering following aspects – <ul style="list-style-type: none"> • Understanding of BGL and CGD business. • Value (Profit potential) of implementable quick win ideas (identified and accepted within 6 months of the date of work order) • Value (Profit potential) of other than quick win ideas • Suggested investment by BGL for incremental profit • Methodology/ way forward. Case study. • Implement ability in BGL of the suggested Ideas 	30 (5 marks for each points)		
	Total	100	(Weightage 90%)	
	Weightage of Dip Stick Study carried out during Tendering phase		Weightage 10%	
	Total Technical Score			

Notes:

- i. Certification of CEO / CFO (or his authorized representative not below the rank of Director / Country Head) of the bidder in respect of the names and credentials of the engaged consultants as per Format(s) may be permitted. In case a bidder is submitting credentials of its foreign principals, the certification of its relevant global partner would also be required.
- ii. In case of Team Leader, his on-site involvement for the tendered project will be minimum 40% of the total individual engagement envisaged.



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iii. The experience of Team Leader required in Oil & Gas Sector for the tendered assignment should be relevant. The score obtained for this parameter will further be moderated as follows:

CGD business (in similar works only): 100%

Downstream business and PSU assignment: 90%

Mid-stream business and PSU assignment: 80%

Upstream business and PSU assignment: 70%

Others: 50%



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SECTION 2
CUT OUT SLIPS



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(To be pasted on the envelope containing Power of Attorney))

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : BHAGYANAGAR GAS LIMITED

BID DOCUMENT NO : BGL/553/2022-23

**ITEM : Tender for Engagement of Consultant for
Business Process Re-Engineering.**

DUE DATE & TIME : 23.08.2022 at 1500 HRS (IST)

TO

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

**Ph No.: +91-040- 23236983
Fax No.: +91-040- 23245081**

**Kind Attn: S.M. Basha
GM (Commercial)**

NAME:

ADDRESS



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Bhagyanagar Gas Limited

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SECTION 3

INSTRUCTIONS TO BIDDERS



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24. Acceptance of Order
25. Income Tax Liability
26. Agreement
27. Invoice & payment
28. BGL 's Bankers

ARTICLE-1: COST OF BIDDING

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

2.0 *ARTICLE-2 : BID DOCUMENT*

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as per **Annexure - D**), duly filled in, along with original bid document issued by Bhagyanagar Gas Ltd.

The services required, bidding procedure and Contract Terms are prescribed in the Bid Document.

3.0 *ARTICLE-3 : CLARIFICATION OF BID DOCUMENT*

3.1 A prospective bidder requiring any clarification of the Bidding Documents may notify



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Bhagyanagar Gas Ltd in writing or by fax or cable at Bhagyanagar Gas Ltd mailing address indicated in the Invitation for Bids. Bhagyanagar Gas Ltd will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BGL's. Written copies of BGL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents.

4.0 ARTICLE-4 : AMENDMENT OF BID DOCUMENT

- 4.1** At any time prior to the bid due date, BGL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 4.2** The amendment will be notified in writing or by fax or cable to all prospective bidders who have received the bidding documents and will be binding on them.
- 4.3** In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BGL may, at its discretion, extend the bid due date.

5.0 ARTICLE-5 : LANGUAGE OF BID

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

6.1 ARTICLE- 6: DOCUMENTS COMPRISING THE BIDS

- 6.2** The un-priced part of the bid prepared by the bidder shall comprise the following components:
- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
 - b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
 - c) Agreed Terms & Conditions duly filled-in.
 - d) Details of the experience on works of similar nature executed during the last three years as per Annexure F
 - e) Any other information/details required as per bid document.
 - f) Latest valid Employees Provident Fund (EPF) registration certificate. (Applicable for Domestic bidders)
 - g) Power of Attorney in favour of the signatory to the bid.

7.1 ARTICLE - 7: BID FORM

- 7.2** The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the scope of work, a brief description of the services and prices.

8.1 ARTICLE - 8: BID PRICE



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- 8.2 The bidder shall quote the prices in the price schedule attached to this Bid document.
- 8.3 Prices shall be quoted, in the prescribed Price Schedule by the bidder separately for each item of scope and in strict compliance to the format of the Price Schedule.
- 8.4 Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, service tax and also payment towards third party charges towards surveys etc. However, applicable rate of statutory taxes & duties must be indicated separately.
- 8.5 Inspection/Certification of all work/services at all stages shall be done by Bhagyanagar Gas Ltd wherever Bhagyanagar Gas Ltd so desires or by any third agency for which no extra charges shall be payable to the Bidder since all personal and incidental expenses of BGL's Inspectors shall be borne by BGL.
- 8.6 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by BGL and will not in any way limit BGL's right to contract on any of the price basis/terms offered basis.
- 8.7 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.
- 8.8 Fixed Price**
- 8.8.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by Bhagyanagar Gas Ltd. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 8.8.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.
- 8.8.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. Bhagyanagar Gas Ltd shall deduct Indian income tax applicable from the payments due to the bidder under the contract
- 8.8.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work.



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9.0 ARTICLE – 9: BID CURRENCIES

- 9.1 All Foreign component of the prices shall be quoted in US Dollars or home currency of the bidder only. All payments of the Foreign Component shall be made in US Dollars or home currency of the bidder only. Currency once quoted is not allowed to be changed.
- 9.2 The Expenditures to be incurred in India relating to this Contract shall be quoted in and be payable in Indian Rupees only.

10.0 *ARTICLE - 10: PERIOD OF VALIDITY OF BIDS*

- 10.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period shall be rejected by BGL as non-responsive.

The bidder shall not be entitled during the said period of 3 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

- 10.2 Notwithstanding Clause 10.1 above, Bhagyanagar Gas Ltd may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

11.0 *ARTICLE - 11: FORMAT AND SIGNING OF BID*

- 11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

12.0 *ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS*

- 12.1 A set of Bid Document consisting of two copies of Bid Document marked "ORIGINAL" and "BIDDER'S COPY" including Bid form shall be issued to the Bidders. One set of above documents, marked "BIDDER'S COPY", shall be retained by the Bidder for reference and the



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other set of the bid document, marked “ORIGINAL”, shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.

12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.

12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

Part-A: Techno-commercial/un-priced Bid

B: Priced Bid

12.5.1 PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID

12.5.1.1 Part-A : Un-priced Bid shall contain original and one copy of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original and copy of un-priced bid shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and “UN-PRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the bidder.

This is the “Techno-Commercial Bid”. All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder’s Profile
2. Power of Attorney for the authorized signatories
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Commercial Terms and Conditions
5. Details of Bidders’ infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
7. Summary of Experience as per format in **Annexure F**.
8. Profile of consulting resources, whom CONSULTANT plans to associate with BGL’s project, shall be made available to BGL.
9. Stamped and signed copy of BGL Bid Document.
10. Declaration that Bidder has not been banned/ de-listed.
11. Bidder’s testimonials. .



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12. Any other document as may be required to substantiate the suitability of Bidder / CONSULTANT for BGL.

12.5.2 PART-B: PRICED BID

12.5.2.1 **Part-B : Priced Bid** shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICED BID - DO NOT OPEN.”

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A — Un-priced bid.

12.6 SEALING & MARKING OF BIDS

12.6.1 a) The inner and outer envelopes shall be addressed to BHAGYANAGAR Gas at the following address:

M/s BHAGYANAGAR GAS LIMITED
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad
Ph No.: 040- 23245090/ 23236983

- b) Bear the words “Invitation Of Bids for BHAGYANAGAR GAS LIMITED.” the Bid Document No., and the words „DO NOT OPEN BEFORE _____HRS. ON (BID DUE DATE).
- c) in addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the Bhagyanagar Gas Ltd will assume no responsibility for the Bid's misplacement or premature opening.

13.0 ARTICLE - 13: BID DUE DATE

13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the Bid Document.

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

14.0 ARTICLE - 14 : LATE BIDS

14.1 Any bid received by BGL after the bid due date and time prescribed in Invitation For Bids shall be rejected.



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14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

15.0 ARTICLE -15 : MODIFICATION AND WITHDRAWAL OF BIDS

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

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.

15.3 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.

16.0 ARTICLE - 16 : OPENING OF BIDS BY BHAGYANAGAR Gas

16.1 The bids will be opened by the Bhagyanagar Gas Ltd at their office at Bhagyanagar Gas Ltd, _____(address) in the presence of bidders' representatives (duly authorised by a competent person and having the Letter of Authority as per Proforma), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB). The bidders' representatives, who are present, shall sign a register evidencing their attendance.

16.2 The bidder(s) names, modifications, bid withdrawals and such other details as Bhagyanagar Gas Ltd, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.

16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as Bhagyanagar Gas Ltd, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

17.0 ARTICLE - 17 : EVALUATION OF BIDS

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

17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change



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shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

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

17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria, if given along with the tender. The price bid of only those bidders, who meet the Evaluation criteria and their bids, are found responsive, shall be opened.

17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, BGL may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.

17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, Bhagyanagar Gas Ltd will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. BGL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

17.4.4 A bid determined as substantially non-responsive will be rejected by BGL and may not subsequently be allowed by the BGL to be made responsive by the bidder by correction of the non-conformity.

17.4.5 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-

- i) *Performance Security (Contract Performance Bank Guarantee)*
- ii) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB).**
- iii) *Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)*
- iv) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**
- v) *Firm Price.*
- vi) **Completion Period of total scope of work**
- vii) *Termination of Contract as per Article-3.16 of GCC*
- viii) **Price Reduction Schedule as per Article 3.12 of GCC**
- ix) *Payment Terms as specified in the Bid document.*
- x) **Any advance sought by the bidder.**
- xi) *Non-submission of EPF registration certificate by Domestic Bidder.*

17.4.6 Bids not confirming to technical specification/requirements (**Ref Scope of work**) as mentioned in Bid Document will be rejected.

17.4.7 Conditional Bids will be liable for rejection.



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18.0 ARTICLE - 18 : OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be rejected.

19.0 ARTICLE - 19 : COMPARISON OF BIDS

19.1 The Bhagyanagar Gas Ltd will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.

19.2 Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

19.3 To facilitate evaluation and comparison, BGL will convert all bid prices expressed in US\$ or home currency of the bidder to the Indian currency, i.e. Indian Rupees, at Bill Collection selling market rate of foreign exchange declared by the State Bank of India prevailing one day prior to the date of Opening of price Bids.

19.4 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.

19.5 Purchase preference to Central Government Public Sector Undertakings shall be allowed as per Government instructions in vogue.

19.6 Comparison of Bids will be on the basis of overall lowest cost to BGL for all the items clubbed together.

20.0 ARTICLE - 20: CONTACTING BHAGYANAGAR Gas

20.1 Subject to Article 17.2, 17.3 & 17.4.2 no Bidder shall contact BGL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence BHAGYANAGAR Gas in BGL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

21.0 ARTICLE - 21: AWARD CRITERIA

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

22.0 ARTICLE - 22: BGL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

22.1 BGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the BGL's action.



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22.2 In awarding the CONTRACT for the SERVICES, BGL reserves the right to make the award based on evaluation criteria to one or more Bidders.

23.0 ARTICLE - 23: NOTIFICATION OF AWARD

23.1 Prior to the expiration of period of bid validity BGL will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Intent (FOI).

23.2 Completion Period shall be counted from the date of Fax of Intent. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

24.1 After the successful Bidder has been notified that his Bid has been accepted, BGL will send to such bidder a Letter of Acceptance (LOA) incorporating the terms and conditions agreed between the parties.

24.2 BGL will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to BGL, in token of acceptance of the contract.

25.0 ARTICLE-25: INCOME TAX LIABILITY

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

26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONG WITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and Bhagyanagar Gas Ltd, (Indian Public Sector Undertaking) that Bhagyanagar Gas Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Bhagyanagar Gas Ltd is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that Bhagyanagar Gas Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly (Company) hereby expressly waives, releases and foregoes any and all

actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.



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27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by Bhagyanagar Gas Ltd, _____, India.
The invoices must be addressed to:

The Officer-In-charge
Bhagyanagar Gas Ltd 2nd Floor, TSIDC
Building, Parisrama Bhavan
Basheerbagh, Hyderabad,

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-

The Officer-In-charge
Bhagyanagar Gas Ltd 2nd Floor, TSIDC
Building, Parisrama Bhavan
Basheerbagh, Hyderabad,

28.0 ARTICLE-28: BGL 'S BANKERS

BGL's Bankers are: (M/s ICICI Bank Ltd)

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

Account Number: 000805017218

IFSC Code: ICIC0000008

Other details: Khairatabad, Hyderabad

29.0 ARTICLE-29: PRE-BID MEETING

The bidder(s) or their designated representatives to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The venue of pre bid meeting is BGL office at Parishram Bhavan, PARISHRAMA BHAVAN, 2nd Floor, New MLA Quarters, Basheer Bagh, Hyderabad, Telangana 500029. or the pre- bid meeting shall be arranged through online mode as mentioned in bid document. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the web subsequent to the pre-bid meeting.

30.0 ARTICLE-30: GENERAL

- (a) BGL reserves the right to split the total scope of work among more than one bidder.
- (b) Tender documents are non-transferable and the bidder and to whom the documents is issued, should submit the bid in his/ her own name.
- (c) The bids received after bid due time/ date shall be rejected.
- (d) Bids through Fax/ E-mail are not acceptable.



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- (e) Purchaser will not be responsible for cost incurred in preparation and delivery of bids.
- (f) BGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

31.0 ARTICLE-31: SCOPE OF BID

- (a) The Purchaser invites sealed bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- (b) The Bidding Document specifies the services for engagement of consultant for project maximization at BGL as per details mentioned in tender document.
- (c) All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- (d) Bidders shall quote in the manner as specified in the Bid document. In case, any contrary provisions expressly stated or implied anywhere else in the Bid document, purchaser reserves the right to evaluate and accept bids at their sole discretion.

32.0 ARTICLE-32: ELIGIBILITY OF BIDDERS

- (a) Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- (b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar works under this Invitation for Bids.
- (c) The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.
- (d) The bidder should not have been put on holiday or black listed by Owner or any Government Department / Public Sector / Joint Venture CGD company of PSU. If any bidder is on holiday list or black listed by any Owner or any Government Department / Public Sector / Joint Venture CGD company of PSU, their bid will be rejected.
- (e) The bidder should have executed similar work in last 7 years reckoned from bid due date as mentioned in the tender document.

33.0 ARTICLE-33: ONE BID PER BIDDER

- (a) Each bidder shall submit only one bid. A Bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners / proprietor, common partner /common directors). The participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- (b) Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.



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(c) Alternative bids are not acceptable.

34.0 ARTICLE-34: COST OF BIDDING

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

35.0 ARTICLE-35: SITE VISIT

- (a) The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- (b) The bidder or any of its personnel or agents will be granted permission by the BGL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the BGL and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

36.0 ARTICLE-36: AWARD

(a) Award Criteria

BGL will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily.

(b) Purchaser's Right to Vary Quantities During Contract Period

- i. Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions. The tendered quantities shall be considered for evaluation purpose.
- ii. Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.
- iii. Purchaser (BGL) shall have full right to divide the total scope of work among two or more bidders as per the requirement. It will be ensured that share of business is awarded in line with the ranking of bidders in terms of their evaluated value.

(c) BGL's Right to Accept Any Bid and to Reject Any or All Bids

BGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Purchaser's action.



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**37.0 ARTICLE-37: PROCEDURE FOR ACTION IN CASE of CORRUPT/ FRAUDULENT/
COLLUSIVE/ COERCIVE PRACTICES (Annexure-I to ITB)**

**38.0ARTICLE-38: GUIDELINES REGARDING PROVISIONS FOR PROCUREMENT FROM
A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five per cent of shares or capital or profits of the company;



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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who,
- iii) whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iv) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- v) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- vi) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
Bidder shall submit a certificate in this regard as Form-I.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s BHAGYANAGAR GAS LIMITED



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SUB:

TENDER NO:

Dear Sir,

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF
SUB-CONTRACTING**

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:



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TENDER NO:

Dear Sir

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

- (i) not from such a country
- (ii) if from such a country, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**ARTICLE-39: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/ CONTRACTORS/ CONSULTANTS (Annexure-II to ITB)**



**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 Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ”Appellate Authority” shall mean Committee of Directors consisting of 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).
- 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 “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (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.



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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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



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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

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/ False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/ Fraudulent (pertaining to BEC of tender) / Collusive/ Coercive Practices	03 years
2.1	If an agency again commits Corrupt/ Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (v) Repeated once	7 years (in addition to the period already served)
	(vi) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BGL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years
5	Corrupt/Fraudulent/Collusive/Coercive Practices during execution of contract/order	2 Years

C Effect of banning on other ongoing contracts/ tenders

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

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue

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

- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder**D.1 Initiation of Suspension**

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

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) 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 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

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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:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works 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.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 5.1 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 afterrestoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY



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- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 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.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 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.
- 6.3.3 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.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 8.0 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.
- 9. 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 date 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.
- 10. 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 Watch list (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/ order(s). holiday for a period of six months after following the due procedure.



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In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no.2 of para A of Clause no. 5.1(v) and 5.3 (v). The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card.

In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

10. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST &**
11. **SGST/UTGST or IGST)** collected from BGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

ANNEXURE-II TO ITB

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

1.0 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization. Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 **OBJECTIVE**

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/ Contractors/ Consultants 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.

3.0 **METHODOLOGY**

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

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data sheet for orders/Contracts of Vendor/ Supplier/ Contractor/

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Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned 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.

4.0 EXCLUSIONS

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/ holiday list/ banning list.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

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

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:



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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) A) Where performance rating is “POOR” (as per Performance Rating Carried out after execution of Order/ Contract and where no reply/ unsatisfactory/ reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with sharing the performance rating).

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

1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):
 - a) **First Instance: Holiday (Red Card) for Two Years.**
 - b) **Subsequent instance (s) in other ongoing order(s)/ contract (s) or new order (s)/ contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three years.**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is less than 20):
 - a) **First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) years.**
 - b) **Second such instance in other ongoing order(s)/ contract (s) or new order (s)/ Contact (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year.**
 - c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s)/ contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years.**

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

- a) **First Instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.**

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

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

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

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

A provision in SAP will be made for flagging (**Yellow Card and Red Card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/ Supplier/Contractor/Consultant shall also be uploaded on the BGL intranet.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/ execution may be closely monitored by the concerned.

The methodology for processing of above cases of “POOR” (as per Performance Rating) or Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

- i) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non satisfactory reply to explanation letter for “Poor” Performance Rating, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) will forward the brief of case along with termination letter/copy of correspondence (for case of Poor Performance Rating) to Corporate C&P through their OIC/HoD at Corporate Office.

However, before terminating any contract/ order, the EIC/CIC shall refer the matter to Site Committee’ for their deliberation.

- ii) On receipt of above details, for the case of “First Instance”, Corporate C&P Department will issue Advisory notice (as per standard proforma duly vetted by Corporate Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of Three (3) years.

The Copy of Advisory notice will also be sent to all OICs/HoDs at Corporate Office for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/ Consultant in other ongoing/ new orders/ Contracts placed on them.

Simultaneously, Vendor SAP will also be advised for “Yellow” flagging such vendor in SAP.

- iii) For the case of “Subsequent Instances” in other ongoing other ongoing order (s)/ contract (s) or new order (s)/ contact (s) on such Vendor/Supplier/Contractor/Consultant, the matter will

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be deliberated by the site level committee and recommendations to be forwarded to Corporate C&P for further deliberation by a Corporate Level Committee consisting of following:

- i) HOD (C&P)- Corporate Office
- ii) CFO
- iii) CGM level officer of concerned department

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc. will be as per extant procedure.

On receipt of reply to SCN, Corporate C&P Department will forward the same to concerned OIC/HoD at Corporate Office for point wise reply to issues brought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at Corporate Office, the matter will once again be deliberated by the aforesaid Corporate Level Committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/ Consultant on Holiday or otherwise, vetting of speaking order, approval. etc. will be as per extant procedure.

5.2 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.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action 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/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) A) Where performance rating is “POOR” (as per Performance Rating Carried out after execution of Order/ Contract and where no reply/ unsatisfactory/ reply is received from party against the

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letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with sharing the performance rating).

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

3. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):
 - c) **First Instance: Holiday (Red Card) for Two Years.**
 - d) **Subsequent instance (s) in other ongoing order(s)/ contract (s) or new order (s)/ contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three years.**
4. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is less than 20):
 - d) **First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) years.**
 - e) **Second such instance in other ongoing order(s)/ contract (s) or new order (s)/ Contract (s) on such Vendor/Supplier/Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year.**
 - f) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years.**

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

a) **First Instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (3) Years.**

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

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

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

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

A provision in SAP will be made for flagging (**Yellow Card and Red Card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/ Supplier/Contractor/Consultant shall also be uploaded on the BGL intranet.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/ execution may be closely monitored by the concerned.

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The methodology for processing of above cases of “POOR” (as per Performance Rating) or Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant shall be as under:

- iv) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non satisfactory reply to explanation letter for “Poor” Performance Rating, EIC/CIC (for works/service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders)
- v) will forward the brief of case along with termination letter/copy of correspondence (for case of Poor Performance Rating) to Corporate C&P through their OIC/HoD at Corporate Office.

However, before terminating any contract/ order, the EIC/CIC shall refer the matter to Site Committee’ for their deliberation.

- vi) On receipt of above details, for the case of “First Instance”, Corporate C&P Department will issue Advisory notice (as per standard proforma duly vetted by Corporate Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a period of Three (3) years.

The Copy of Advisory notice will also be sent to all OICs/HoDs at Corporate Office for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/ Consultant in other ongoing/ new orders/ Contracts placed on them. Simultaneously, Vendor SAP will also be advised for “Yellow” flagging such vendor in SAP.

vii) For the case of “Subsequent Instances” in other ongoing other ongoing order (s)/ contract (s) or new order (s)/ contact (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to Corporate C&P for further deliberation by a Corporate Level Committee consisting of following:

- iv) HOD (C&P)- Corporate Office
- v) CFO
- vi) D/C/GM level officer of concerned department

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc. will be as per extant procedure.

On receipt of reply to SCN, Corporate C&P Department will forward the same to concerned OIC/HoD at Corporate Office for point wise reply to issues brought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at Corporate Office, the matter will once again be deliberated by the aforesaid Corporate Level Committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/ Consultant on Holiday or otherwise, vetting of speaking order, approval. etc. will be as per extant procedure.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

5.1 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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6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 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 Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 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.
- 6.3.3 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.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

- 8.0 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.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (d) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (e) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (f) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (g) “Appellate Authority” shall mean Committee of Directors.



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SECTION -4

AGREED TERMS AND CONDITIONS



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name (further correspondences will be done in this name)	
	Bidder's address	
	Phone No/ Mob. No.	
	E-mail ID	
	Name & designation of the person signing the bid (attach power of attorney with ID Proof)	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order and	
4	Ensure & confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Bid document.	
5	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
6	Rate of applicable GST (CGST & SGST/UTGST or IGST)	CGST: % Plus SGST/UTGST...% Total:% Or IGST:..... %
7	Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN) code	
8.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
9.	Confirm that Contract Performance Security will be furnished as per Bid Document.	CONFIRMED
10.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	CONFIRMED
11.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	CONFIRMED
12	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account.	
13.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	CONFIRMED
14.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	CONFIRMED
15.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	CONFIRMED



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	CONFIRMED
17.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BGL or his relative is not a partner.	CONFIRMED
18.	All correspondence must be in ENGLISH language only.	CONFIRMED
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	CONFIRMED
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	CONFIRMED
20.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	CONFIRMED
21	Confirm that no Price disclosing files have been attached with unpriced/technical bid. * In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
22	Confirm that any correction in documents submitted in the Un-priced part has been initialed and with digital signatures of the authorized person.	CONFIRMED

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

Bidder Signature
Name
Designation
Seal



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SECTION -5

PROPOSAL FORMS & FORMATS



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FORM F-1

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name :

1-2 Number of Years in Operation (Date of Incorporation).....

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 :

1-14 Banker's Name :

1-15 Branch :

1-16 Branch Code :

1-17 Bank account number :



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ONLY FOR INDIAN BIDDERS

- 1-18 GST No. :
- 1-19 PAN No. :
- 1-20 SSI or MSME No :
- 1-21 Type of Entity : Corporate/ Non-Corporate (As per
CGST/SGST/UTGST Act). (In case of Non-
Corporate Entity, bidder will submit
documentary evidence for same).

(SIGNATURE OF BIDDER WITH SEAL)



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FORM F-2

BID FORM

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

Dear Sir,

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee as applicable, (if any) for the due Performance of the Contract.

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

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

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

Dated Day of 2022.

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:



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FORM F-3

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

Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC 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



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

- 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
- 5. This guarantee shall be irrevocable and shall remain valid upto..... (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on..... The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.

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

- 6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
- 7. The amount under Bank Guarantee is payable forthwith without any delay by bank upon the written demand raised by M/s. BGL. Any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Hyderabad Courts.
- 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____ .



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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)

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

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



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FORM F-4

PROFORMA FOR CONTRACT AGREEMENT

LOA/WO No. BGL /

dated -----

AGREEMENT for “ ” (hereinafter called the "Job") made on day of, 2022 between M/s , hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bhagyanagar Gas Ltd hereinafter called “BGL ” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

BGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA/FOA/WORK ORDER including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of BGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA/ FOA/WO or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference”s to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA/FOA/WO including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

BGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by BGL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with BGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
2. In consideration of the due provision execution and completion of the said Job, GAIL Gas does hereby agree with the Agreement that BGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by BGL at the amount specified in this



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LOA FOA/WO, such payment to be made at such time in such manner as provided for in the Agreement and LOA FOA/WO.

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

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

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

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



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FORM F-5

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....
& SEAL

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

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

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



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FORM F-6

DECLARATION

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

Dear Sir(s),

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

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....



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FORM F-7 (i)

LETTER OF AUTHORITY

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

No.

Date:

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

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation
For and on behalf of

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

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



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FORM F-7(ii)

LETTER OF AUTHORITY

**PROFORMA of Letter of Authority for Bid
Negotiations and Signing the Agreement**

No.

Date:

Bhagyanagar Gas Limited (BGL)

Parishram Bhavan,
TSIDC Building,
Basheer Bagh,
Hyderabad – 500 004

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that (name and address) of Mr. Messers (name and address) is/are authorised to represent us for bid negotiations and to conclude the Agreement on our behalf with you against your above cited tender for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Signature of Mr.
Is attested

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed)to bind the bidder.



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FORMAT-8

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 In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

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

I. COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II. VIOLATIONS & CONSEQUENCES:

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

ANNEXURE-2



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INTEGRITY PACT

(To be executed on plain paper in case of contracts above Rs. 1 crore)

Between M/s Bhagyanagar Gas Limited (BGL) (here-in-after referred to as “Principal ”).

AND

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

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

PREAMBLE

The principal intends to award under laid down organizational procedures, contract/s for **LAYING OF UNDER GROUND PE PIPE LINES AND ABOVEGROUND GI INSTALLATIONS INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END AT HYDERABAD AND 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.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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

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

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

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GAIL/ BGL /HPCL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

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

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

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



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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

Designation)
For the Principal

----- (Name &
(Name & Designation)
For the Bidder/Contractor

Place -----
Date -----

Witness 1: -----
Witness 2: -----

Note:

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



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FORM F-9

FINANCIAL SITUATION

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL

CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year :	Name of Audit
	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)		

Firm/:	[Signature of Authorized Signatory]
Chartered Accountant	Name:
Date:	Designation:
	Seal:
	Membership No.:

Note: Notarized/ Audited financial reports for previous 3 financial years to be attached. If FY 2021-22 reports are not completed, bidder may submit the previous 3 FY audited reports.

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2	Confirm that the following details have been submitted in the Un-priced part of the bid		❖
i	Covering Letter, Letter of Submission		
ii	Bid Security / Undertaking letter		Not applicable
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings (Form-F-6)		
vii	Details and documentary proof required against qualification criteria along with complete documents as mentioned in Bidder Evaluation Criteria (BEC)		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement		❖
viii	Confirm submission of Agreed Terms & conditions (ATC-Section-4) document along with techno-commercial bid as per bid requirement		
ix	Confirm submission of filled Exemption -Deviation statement (Form-5) document along with techno-commercial bid as per bid requirement		
x	Confirm submission of filled Integrity Pact (Format-8) document along with techno-commercial bid as per bid requirement		



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3	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s) including Form- F-1 & F-2.		
4	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		❖
5	Confirm that AUDITED and notarized annual reports for last three financial years & duly fi-if required) are enclosed in the offer for financial assessment (where financial criteria of BQC is applicable).		

S N	DESCRIPTION	CHECK LIST	YES/ NA	NO
1	TENDER FEE	Nil		
	DD	DD No. _____ dated _____ for Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
2	EMD	INR ...		
A	DD	DD No. _____ dated _____ drawn on _____ (bank) For Rs. in favour of BHAGYANAGAR GAS LIMITED payable at Hyderabad	NA	NO
B	BG	BG VALIDITY BEYOND 1 ONE MONTH FROM BID VALIDITY PERIOD OF 150 DAYS.	NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly signed & stamped by bidder as MENTIONED IN CLAUSE NO.40 OF ITB	Yes/ NA	NO
2	BID VALIDITY UPTO THREE MONTHS FORM BID DUE DATE	ACCEPTED	Yes	NO
3	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate as stipulated in BQC	The Work Order/ LOA & completion/ execution certificate mentioning required details as per the BEC.	Yes	NO
4	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BQC			
i	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) preceding Financial Year(s), along with un-price bid.	Yes	NO



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ii	Balance Sheet/s & Profit & Loss Statements as stipulated in BQC	Audited & Attestations as required	Yes	NO
iii	Details of financial capability of bidder prescribed Format, F-9 as stipulated in BQC	Duly signed and stamped by a Chartered Accountant with Membership Number	NO	NO
5	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	Yes	NO
6	SOR (BLANK without price) mentioning word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited & Duly signed along with bid document	Yes	NO
7	FORMS & FORMATS ATTACHED TO TENDER	duly filled information as applicable, signed, stamped & submitted all	Yes	NO
8	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	



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SECTION-6

GENERAL CONDITIONS OF CONTRACT

(GCC) - CONSULTANCY SERVICES



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Sl.No.	Description
(i)	TABLE OF CONTENTS
(II)	SUBMISSION OF TENDER
	GENERAL CONDITIONS OF CONTRACT
1	ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

Bhagyanagar Gas Limited (BGL) /OWNER shall mean Bhagyanagar Gas Limited (BGL) Limited

Bhagyanagar Gas Limited (BGL)'s REPRESENTATIVE means the person appointed or authorized from time to time by Bhagyanagar Gas Limited (BGL) for execution of the contract.

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

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

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

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

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

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

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

2	ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT
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- 3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to Bhagyanagar Gas Limited(BGL) , and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

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

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

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

3 ARTICLE 3.3: Bhagyanagar Gas Limited (BGL) 'S REPRESENTATIVE

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

4 ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

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

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

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

5 ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 Bhagyanagar Gas Limited (BGL) shall pay for the services rendered as per stipulation in the tender through E- Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

- 3.5.2 Consultant will invoice Bhagyanagar Gas Limited (BGL) according to the terms and conditions provided in the tender.

- 3.5.3 Payment terms will be as follows:

3.5.3.1 For all consultancy jobs for preparation of reports, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.



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Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 For Acquisition/Due diligence consultancy cases; the payment terms will be as follows:

Stages Payment	(%age of lumpsum price)
a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by Bhagyanagar Gas Limited (BGL)	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

Bhagyanagar Gas Limited(BGL) reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows :

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices 95%
- After close out of Project on completion of job in all respects 5%

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

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

- Bhagyanagar Gas Limited(BGL) shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.



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- The disputed amount, if any, shall be paid after mutual settlement between Bhagyanagar Gas Limited(BGL) and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

6 ARTICLE 3.6: PERFORMANCE GUARANTEE

- 3.6.1 Consultant shall submit to Bhagyanagar Gas Limited(BGL) an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (**Format – F3**). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

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

7 ARTICLE 3.7: CONFIDENTIALITY

- 3.7.1 Consultant/Bhagyanagar Gas Limited(BGL) shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by Bhagyanagar Gas Limited(BGL) /Consultant without the prior written consent of the latter.

- 3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non- disclosure provided for hereof.

8 ARTICLE 3.8: TAXES AND DUTIES

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

9 ARTICLE 3.9: RESOLUTION OF DISPUTES /ARBITRATION



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

Bhagyanagar Gas Limited (BGL) shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and Bhagyanagar Gas Limited (BGL) shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Bhagyanagar Gas Limited (BGL) on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

10 ARTICLE 3.10: LEGAL CONSTRUCTION

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

11 ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 Bhagyanagar Gas Limited (BGL) may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen(15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.



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- 3.11.4 By fifteen days prior notice, Bhagyanagar Gas Limited(BGL) may request Consultant to resume the performance of the services, without any additional cost to Bhagyanagar Gas Limited(BGL).
- 3.11.5 In case of suspension of work by consultant on Bhagyanagar Gas Limited(BGL) 's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

12 ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to Bhagyanagar Gas Limited (BGL) 's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 Bhagyanagar Gas Limited(BGL) may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and Bhagyanagar Gas Limited(BGL) agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which Bhagyanagar Gas Limited(BGL) would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of Bhagyanagar Gas Limited(BGL) in the matter of applicability of price reduction shall be final and binding.

13 ARTICLE 3.13: ASSIGNMENT

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

14 ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

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

15 ARTICLE 3.15: LIABILITIES

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



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- 3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

16 ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

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

17 ARTICLE 3.17: MODIFICATION

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

18 ARTICLE 3.18 CONTRACT/AGREEMENT

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

19 ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

CONSULTANT shall advise Bhagyanagar Gas Limited(BGL) by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, Bhagyanagar Gas Limited(BGL)



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reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

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

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

20 ARTICLE – 3.20: Rectification Period

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

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

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

21 ARTICLE – 3.21: Sub Contract

No sub contract is allowed to the awarded agency. Unavoidable cases, Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by Bhagyanagar Gas Limited(BGL). Upon the request of Bhagyanagar Gas Limited(BGL) , the consultant shall submit for Bhagyanagar Gas Limited(BGL) 's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

22 ARTICLE – 3.22: Notices

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

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

23 ARTICLE – 3.23: Acquisition of Data

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