



VCS Quality Services Private Limited

TENDER FOR

PROCUREMENT OF STEEL PIPELINES IN HYDERABAD, VIJAYAWADA AND KAKINADA GA'S

BID DOCUMENT NO.: BGL/VCS/SUPPLY/2024-25/01

(OPEN DOMESTIC COMPETITIVE BIDDING)

Issued: 08.01.2025

COMMERCIAL VOLUME



Bhagyanagar Gas Limited

Bhagyanagar Gas Limited



COMMERCIAL TENDER



BHAGYANAGAR GAS LIMITED (BGL)

CITY GAS DISTRIBUTION IN THE STATES OF TELANGANA AND ANDHRA PRADESH.

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COMMERCIAL VOLUME

OPEN DOMESTIC COMPETITIVE BIDDING (THROUGH E-TENDERING MODE)

0	08.01.2025	Issued for Bids	Nidhi Kumari	Rajesh Sharma	Rachna Shukla	
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INVITATION FOR BIDS (IFB)



SECTION - I INVITATION FOR BIDS (IFB)



INVITATION FOR BIDS (IFB)



OPEN DOMESTIC COMPETITIVE BID (THROUGH e-TENDERING MODE) NOTICE OF INVITATION FOR BIDS (IFB)

PROCUREMENT OF STEEL PIPELINES IN HYDERABAD, VIJAYAWADA AND KAKINADA GA'S

Bid Document No. BGL/VCS/SUPPLY/2024-25/01

1.0 INTRODUCTION

- 1.1 M/s 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.
- 1.2 M/s VCS Quality Services Pvt. Ltd. (VCS) (hereinafter referred as consultant), has been appointed by BGL as the Project Management Consultant (PMC) and O&M services for "City Gas Distribution Project".

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 The present project is the extension of pipeline network in in the district of Hyderabad, Vijayawada and Kakinada for supplying Natural Gas to Domestic, Commercial and Industrial consumers. It is proposed to procurement of Steel Pipelines in Hyderabad, Vijayawada and Kakinada GA's, as per details furnished in this Bid documents.

3.0 BRIEF SCOPE

- 3.1 The scope of supply covers Engineering Manufacturing, Inspection, Testing, coating of 3LPE and Transportation of Carbon Steel Line Pipes to BGL Site/ store to be used in City Gas Distribution Project in Hyderabad, Vijayawada and Kakinada GA by M/s Bhagyanagar Gas Limited (BGL) as per detail given below:

Item No.	Size (inch)	Thk. (mm)	Material	External Coating	Method	Qty (meters)
3LPE EXTERNALLY EPOXY COATED CARBON STEEL ERW PIPE						
1	12"	6.4	API 5L X-52 PSL-2	EXTERNAL: 3LPE	ERW	20,341
2	6"	6.4	API 5L X-52 PSL-2	EXTERNAL: 3LPE	ERW	58,823

NOTE:

Bidder's scope also includes packing, transportations, transit insurance, handling/unloading of pipes at designated locations, and supply of documentation/ drawings delivery of coated & pipe as per tender conditions, including as per the enclosed specifications, and other codes and standards enclosed or referred. Bedding and proper stacking shall be done by bidder.

- 3.2 This document shall be read in conjunction with Schedule of Rates, specification, standards, drawings and other documents forming a part of the Tender document.
- 3.3 Bidder can quote in one or more items. The bidder has to quote for complete quantity of quoted item(s), else the bid shall be liable for rejection.



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3.4 The above quantities are indicative and for evaluation purpose only. Purchaser reserves the right to increase or decrease the quantity at the time of award.

3.5 For detailed Scope of work and specifications, refer Technical volume.

4.0 DELIVERY SCHEDULE / CONTRACT PERIOD

4.1 Delivery : Delivery of CS line pipe shall be 90 days from the date of issue of FOA/ LOA/ PO.

4.2 Contract period : Contract Period shall be for 90 days from the date of Fax of Acceptance/ Letter of Acceptance/ PO for Supply of Coated Pipes at Designated Warehouse / Storage yard.

4.3 Basis of Delivery : The basis of delivery shall be FOT, BGL Site/Store basis including unloading and stacking at BGL Site / Store at Hyderabad, Vijaywada & Kakinada as defined below:

Dia. of Steel Line pipe (Size)	Unit	Qty.	Delivery Location
12"	Meter	20,341	Hyderabad
6"	Meter	20,323	Hyderabad
6"	Meter	10,500	Vijayawada
6"	Meter	28,000	Kakinada

Note:

1. Final delivery of pipes 6" can be in any of the GA's- Hyderabad/Vijayawada/Kakinada.
2. 6" pipe requirement of Kakinada may be taken under Staggered delivery.

4.4 PRS Applicability : Date of Lorry receipt (LR) shall be considered as date of delivery.

5.0 BID VALIDITY

5.1 Bid should be valid for **90 (Ninety)** days from the date of schedule submission.

6.0 BIDDING PROCEDURE

6.1 Bidding will be conducted through **Open Domestic Competitive Bidding basis**. Single stage two bid system is adopted for this tender.

6.2 The submission and opening of bids will be through e-tendering mode at <https://petroleum.ewizard.in> Tender document can be downloaded from the website <https://petroleum.ewizard.in>. 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. BGL shall not be accountable to any payment made in favour of M/s. ITI Limited.



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Note:

- (1) To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with ITI Limited's e-wizard website <https://petroleum.ewizard.in>
- (2) Please also note that the bidder has to obtain digital signature token (Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.
- (3) BGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Tender	Open Domestic Competitive Bidding Basis
7.2	Bid Document Number	BGL/VCS/SUPPLY/2024-25/01, Dated 07/01/2025
7.3	Earnest Money Deposit / Bid Security	As per Clause No. 9 below
7.4	Availability of Tender Document on Website	08.01.2025 to 30.01.2025 upto 1500 Hrs. on e-tendering website : i. https://petroleum.ewizard.in ii. www.bglgas.com/tenders iii. www.eprocure.gov.in
7.5	Pre bid meeting date and venue	Online Pre-Bid Meeting shall be held on 15.01.2025 at 1500 Hrs. through video conferencing hosted by VCS. Bidders interested to participate in the online pre-bid meeting through video conferencing are requested to communicate the same through their official e-mail IDs to BGL / VCS e-mail IDs latest by 14.01.2025 till 1600 Hrs Pre-bid meeting video conferencing link: meet.google.com/mii-hbea-xyt Bidders are requested to forward their pre-bid queries through email also latest by 1800 Hrs on 16.01.2025.
7.6	Bid Submission date and time	30.01.2025 till 1500 HRS. IST online on e-tendering website (https://petroleum.ewizard.in)
7.7	Un-Priced bid opening date and Time	30.01.2025 at 1600 HRS. IST online on e-tendering website (https://petroleum.ewizard.in)
7.8	Price bid opening date and time	Shall be intimated later.
7.9	Instructions for participation in e-tendering	Refer ITB Section D https://www.bglgas.com/tender-videos/



INVITATION FOR BIDS (IFB)



Note:

Bidders are advised to complete the registration on e-tender portal (<https://petroleum.ewizard.in>) at least two working days prior to bid submission date.

Please note that in accordance with the general conditions of tender, BGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

DOWNLOADING OF TENDER DOCUMENT

Tender Document can be downloaded from ITI's e-procurement website <https://petroleum.ewizard.in>.

Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

Disclaimer clause: Bidders are advised to visit ITI's e-tendering website regularly for any updates on the tender. The ignorance to visit the website, will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details along with all other required documents including price schedule **WITH PRICE BLANKED OUT** etc. as per clause no. 23.1 of ITB.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 23.2 of ITB.

8.0 BIDDER EVALUATION CRITERIA (BEC)

8.1 TECHNICAL

Bidder quoting for supply of coated pipe should meet the **combined qualification** of bare line pipe & Coating work as stipulated below:

8.1.1 QUALIFICATION CRITERIA FOR BARE LINE PIPES

The bidder shall be a Line Pipe manufacturer only.

8.1.1.1 FOR LINE PIPE MANUFACTURER

1. In line with policy issued by Govt. of India, bidder shall have minimum domestic value addition as defined in Amendment to Domestically Manufactured Iron & Steel Policy- Revised, 2019 or latest against the quoted item & has to submit the affidavit as per the policy enclosed with the Bidding Document. Presently, the minimum domestic value addition is 35%.

In absence of above affidavit, the offer of bidder shall be summarily rejected, and the offer shall not be considered for further evaluation.



INVITATION FOR BIDS (IFB)



- The bidder shall be a manufacturer of API 5L (PSL2) ERW or equivalent quality line pipes and shall have valid license to use API monogram on API 5L line pipes with product specification level PSL-2 quality from the proposed pipe mill (s).
- The bidder should have manufactured and supplied from the proposed pipe mill (s) at least 50% of the total order quantity on annualized basis in a single order as per API 5L, PSL-2, ERW or equivalent that are of same type (manufacturing process) and equal or higher in terms of diameter, wall thickness and material grade as quoted for, in last seven (07) years reckoned from the due date of bid submission. It should match with the grade and specification

Item no.	Size	Thick.	Specification	Coating	Method	Qty. (M)	Experience required in single order (M)
1	12"	6.4	API 5L X52 PSL2	EXT.3LPE	ERW	20,341	10,170
2	6"	6.4	API 5L X52 PSL2	EXT.3LPE	ERW	58,823	29,411

NOTE: Bidders are required to quote for full quantity against the respective item opted for quoting.

In case the bidder is quoting for more than one item, they must qualify against the requirement for all the items they are quoting on cumulative basis, subject to meeting minimum quantity of given size or of higher size as specified in table above, for respective items.

Equivalence with API 5L PSL-2 ERW shall be established based on the requirements of four parameters i.e., Specified Minimum Yield strength, Cold expansion, Fracture Toughness & 100% Non-Destructive Examination of weld seam. The individual value shall be same or better.

For establishing equivalence with API 5L PSL-2, ERW bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results.

- Mill Qualification: The bidder shall furnish a certificate for proposed pipe mills along with their bid, of same or higher size and material Grade as quoted for or higher grade during last seven years reckoned from the due date of submission of bid, as per Format provided in the tender document, from a reputed International inspection agency (i.e. CEIL/ LLOYDS/ BV/DNV/ TUV/ ABS/ MOODY/AIB-Vincotte), certifying that the mill has capability to produce line pipes complying with technical requirements specified in the tender document. The mill capability certificate from one of the above-mentioned reputed agencies for the proposed mill for same or higher size, wall thickness and material Grade as quoted for or higher grade, issued in the last 12 months, reckoned from the bid due date, for any PSU or its JV'S or CGD companies projects shall be considered acceptable for this project also. Noncompliance to the above requirement will make the mill liable for rejection.
- The Bidder shall procure Steel HR Coils/ Plates/Billets from the steel HR Coils/ Plates/billets manufacturer as per list provided in tender document. In addition, the bidder may submit more names, if they so desire, which shall be evaluated during bidding stage based on the criteria mentioned in the tender document. The techno-commercially qualified bidder(s) will be informed prior to price bid opening on acceptance of the proposed steel HR Coils/Plates/Billets manufacturer(s), if any. Bidder's offer shall be unconditional irrespective of finally qualified steel HR Coils/ Plates/Billets manufacturer(s).



INVITATION FOR BIDS (IFB)



The list of accepted HR Coils/ Plates/Billets manufacturer (s) other than specified in the tender document or in case any new domestic steel manufacturer (Coils/ Plates/Billets) is qualified, the same shall be intimated to all techno-commercial qualified bidders prior to price bid opening.

8.1.2 Qualification Criteria for three-layer Polyethylene External Coating of line pipe The bidder's proposed coating plant shall have experience in application of three-layer side extruded PE (3LPE) coating line shall meet the following criteria:

8.1.2.1 The bidder proposed coating plants (s) should have completed at least one line pipe coating contract using Three – Layer polyethylene extruded (3LPE) External Coating of line pipe of the following outside diameters of minimum 25 km length or 50% of quoted length (whichever is lower) under a single contract in last 7 years reckoned from the bid due date.

FOR ALL ITEMS: Outside diameter 6 inch or higher.

The external coating should have been carried out in the same contract or in different contracts. In case bidder does not meet the qualification criteria in respect of coating specified under clause no. 8.1.1.1 above bidder shall furnish a certificate as per Format provided in the bid document from international inspection agency (i.e. CEIL, LLOYDS, BV, DNV, TUV, ABS, MOODY, AIB-Vincotte). Certifying that the plant has capability to coat line pipes (external) complying with technical requirements specified in tender document. Non-compliance to the above requirement will make the plant liable for rejection.

COATING PLANT QUALIFICATION:

The above certificate for coating plant qualification from one of the above-mentioned agencies for the proposed coating plant for same or higher size as quoted for and the issue date shall be within 12 months, reckoned from the bid due date, for any of PSU or its JV's & CGD companies projects shall be considered acceptable for this project also.

8.2 FINANCIAL

8.2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the three preceding financial years i.e. 2021-22, 2022-23 and 2023-24 shall be as under:

Item No.	Minimum Annual Turnover Requirement (In INR - In Lakhs)
1	892.00
2	1315.00

8.2.2 Net Worth

Bidder's Net worth should be positive as per the audited financial statement of financial year 2023-24.

8.2.3 Working Capital

The minimum working capital of the bidder as per the audited financial result of financial year 2023-24 shall be as follows:



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Item No.	Minimum Working Capital Requirement (In INR - In lakhs)
1	178.00
2	263.00

Note:

- a. *If the bidder's working capital is negative or inadequate for the item/(s) quoted, the bidder shall submit a letter from the bidder's bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format mention in Tender document **Annexure-2**.*
- b. *Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.*
- c. *In case bidders quote for more than one items, the Technical and Financial BEC shall be met on cumulative basis.*
- d. *In case bidder quotes for more than one Items but meets Technical & Financial Bid Evaluation Criteria for lesser no. of item, bid offer shall be qualified for item wise starting from higher estimate to lower estimate items till the cumulative BEC is met.*
- e. *Evaluation shall be done on **Item-wise basis** to arrive at the lowest evaluated cost to Purchaser.*
- f. *If the bidder will not qualify for a quoted item then the rates of that bidder for that item will not be considered for evaluation.*

8.3 Documents Required

Documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:

BEC Clause No.	Description	Documents required for qualification
Documents required in support of BEC (Technical)		
8.1.1	Technical (For Bare Line Pipe)	Bidder shall meet the technical qualification criteria as stated under 8.1.1 above. Bidder shall furnish the documentary evidence along with the bid, to establish the qualification criteria, such as purchase order/ work order, inspection release note/completion certificates of relevant supplies, third party certificate, API License to use API monogram on API 5L PSL-2-line pipes for Proposed pipe mill, production catalogues, reference list of previous supplies, data for establishing production capacity, details of manufacturing, inspection & testing facilities at



INVITATION FOR BIDS (IFB)



BEC Clause No.	Description	Documents required for qualification
		<p>proposed mill(s).</p> <p>Note: The Completion certificates shall have details like work order no. / date, brief scope of work, completion date / period of Execution and executed quantity.</p> <p>In absence of requisite documents, BGL reserves the right to reject the bid without making any reference to the bidder.</p> <p>Bidder to note that in submitted Purchased order /work order pipes should have been supplied from proposed pipe mill only.</p> <p>For establishing equivalence with API 5L PSL-2, bidder shall submit the copy of applicable code (English translation of relevant extracts) duly certified by Chamber of Commerce, in case the code is in different language other than English. In addition, bidder shall submit certified document establishing the equivalence of SMYS and Fracture Toughness Test results</p>
8.1.2	Technical (For Three-layer Polyethylene External Coating)	<p>Bidder shall meet the technical qualification criteria as stated above under 8.1.2, Bidder shall furnish the documentary evidence along with the bid, to establish the qualification criteria, such as purchase order/ work order, inspection release note/completion certificates of relevant supplies, third party certificate.</p> <p>Note: The Completion certificates shall have details like work order no. / date, brief scope of work, completion date / period of Execution and executed quantity.</p> <p>In absence of requisite documents, BGL reserves the right to reject the bid without making any reference to the bidder.</p> <p>Bidders who are line pipe manufacturers and do not have coating facility shall submit MOA with coating contractor for External Coating as specified in clause no. 8.1.2.1.</p>
Documents required in support of BEC (Financial)		



INVITATION FOR BIDS (IFB)



BEC Clause No.	Description	Documents required for qualification
Financial BEC 8.2.1	Annual Turnover	<ul style="list-style-type: none"> • Bidder must submit: Copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (3) preceding Financial Year(s) i.e. 2021-22, 2022-23 & 2023-24 with un-price bid • Form-4 duly signed and stamped by Statutory Auditor/ Chartered Accountant.
Financial BEC 8.2.2	Net Worth	<ul style="list-style-type: none"> • Bidder must submit: Copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of Financial Year 2023-24 along with un-price bid. • Form-4 duly signed and stamped by Statutory Auditor/ Chartered Accountant.
Financial BEC 8.2.3	Working Capital	<ul style="list-style-type: none"> • Bidder must submit: Copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of Financial Year 2023-24 along with un-price bid. • Form-4 duly signed and stamped by Statutory Auditor/ Chartered Accountant. • If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for at least working capital requirement as stated in BEC, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. (Refer Annexure-2 for format for certificate from bank if bidder's working capital is inadequate).

Authentication of document submitted in support of Bid Evaluation Criteria (BEC)

Technical Criteria of BEC	All documents in support of Technical Criteria of BEC to be furnished by the bidders shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.
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INVITATION FOR BIDS (IFB)



Financial Criteria of BEC

In support of financial criteria of Bid Evaluation Criteria (BEC), bidder is required to submit - Details of Financial capability of bidder in prescribed format, duly **signed and stamped by a Chartered Accountant**. Further, copy of Audited Annual Financial Statements with UDIN submitted in bid shall be duly **certified/ attested by Notary Public with legible stamp**.

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

Note:

- The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser may make additional checks for the same at his sole discretion.
- The relevant documents as required in support of BEC clauses shall be submitted by the bidder as mentioned in forms & formats of tender document.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by bidder is liable to be rejected.
- BGL/ VCS decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

9.0 EMD / BID SECURITY

9.1 All bids must be accompanied by a bid security amount as below:

ITEM NO	EMD / BID SECURITY (IN INR)
1	14,91,953/-
2	19,15,282/-

Note: In case bidders quote for more than one item then Bid security amount shall be on cumulative basis.

9.2 Bid security/EMD against e-tender can be submitted either through online e-payment mode available on e-tender portal or in the form of Letter of Credit / Demand Draft / Banker's Cheque in favour of Bhagyanagar Gas Ltd, payable at Hyderabad or in the form of Bank Guarantee, as per proforma attached in the Tender document.

9.3 Bank Guarantees towards EMD/Bid Bond from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 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.

9.4 Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 150 days from scheduled date of bid submission.



INVITATION FOR BIDS (IFB)



- 9.5 Bid security/EMD can also be submitted through online transaction directly to **BGL account as mentioned below**. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection.

Account No.	000805017218
IFSC	ICIC0000008
MICR code	500229002
Bank Name	ICICI Bank Limited

- 9.6 Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. *Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to Head, C&P Department, VCS Quality Services Pvt. Ltd., Unit No. 1116 - 1121, Tower 4, 11th floor, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P. within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.*
- 9.7 PSUs and firms registered as Micro/Small Enterprise with MSME are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. Enterprise which have been re-classified as 'Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected. **Declaration as per Annexure-1 to be mandatorily submitted along with exemption certificate by such bidders.** Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.
- 9.8 The Chartered Accountant (CA) certificate along with UDIN No. of Valid document and the same Chartered Accountant (CA) Certificate should be dated after the date of floating of tender & shall be specific to the tender for which bid is being submitted. Format of the certificate from Statutory Auditor / Chartered Accountant (CA) is attached as "Form-11" in bid document.
- 9.9 Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also along with certificate from Statutory Auditor / Chartered Accountant (CA) as 'Form-11' in bid document to get the MSE benefit.

Bidders must verify their latest status of MSME registration as on date of bid submission.

Note: The notification s.o.4926 (e) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered Enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum(UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption.

- 9.10 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

10.0 PRE-BID MEETING

- 10.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or 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 at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing.



INVITATION FOR BIDS (IFB)



- 10.2 Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.
- 10.3 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 website subsequent to the pre-bid meeting.

Note: Bidder to note that they have to deposit the e-tender processing fee (through online payment channel on the portal in favour of M/s ITI Limited) to attend the pre-bid meeting. Bidder has to submit the payment acknowledgment before the start of pre-bid meeting to the purchaser.

Bidders may also note that the registration process for new bidders on e-tender portal shall take a minimum of 24 hrs before which they will not be allowed to submit the tender processing fee. Hence, bidders are advised to kindly complete their registration on e-tender portal well in advance of the pre-bid meeting.

10.4 Instructions to bidders for Pre-bid meeting through video conferencing:

In case of pre-bid meeting through video conferencing, all bidders intending to attend pre-bid meeting must send their interest through email along with details of registration on e-tender website. E-mail received from bidders within due date and time shall be invited formally through email to attend the meeting. Instructions to bidders:

- (i) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting in email up 2 hours prior to start of scheduled meeting will be invited to join as guests through the link shared in mail.
- (ii) Upon joining the video conference, bidders have to mention their organization name as well as representative name.
- (iii) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (iv) Time slot shall be allotted to each bidder to ask his queries.
- (v) Recording shall be done for pre-bid meeting.
- (vi) Clarifications or queries raised shall be responded to during meeting or through subsequent email.

11.0 GENERAL

- 11.1 BGL reserves the right to place the order for part quantity.
- 11.2 BGL reserves the right to split the award.
- 11.3 The bids received after bid due time/ date shall be rejected.
- 11.4 Bids through Fax/ E-MAIL are not acceptable.
- 11.5 BGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 11.7 All documents submitted should be in English only.
- 11.8 Directives issued by Govt. of India from time to time shall be applicable during bid evaluation
- 11.9 In case any bidder is found to be involved in cartel formation, their Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future as per sole discretion of Owner.



INVITATION FOR BIDS (IFB)



- 11.10 Bid document is non-transferable. Bid received from the bidders in whose name E-tendering processing fee (Non-refundable, to M/s. ITI Limited) shall be considered.
- 11.11 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 11.12 The tender quantities are tentative and evaluation purpose only. Purchaser reserves the right to increase or decrease at the time of award.
- 11.13 Contact details of owner is given below:
Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004
Contact Person: Mr. Pradeep Kumar Yadav
Telephone: +91 7531075337
Email: pradeep.yadav@bglgas.com
- 11.14 Contact details of consultants is given below:
VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4, 11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 8595073057/ 8076548002/ 8010489356/ 9034159430
Email: ahtesham.ansari@vcsprojects.com; rachna.shukla@vcsprojects.com;
rajesh.sharma@vcsprojects.com, sachin.singh@vcsprojects.com; nidhi.kumari@vcsprojects.com



INSTRUCTIONS TO BIDDERS (ITB)



SECTION – II INSTRUCTIONS TO BIDDERS (ITB)



INSTRUCTIONS TO BIDDERS (ITB)



A. INTRODUCTION

1.0 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids through e-Tender Portal for the supply of goods as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

2.0 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

- 2.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 2.2 For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services may or may not be from the home country of the Bidder.

3.0 ELIGIBILITY OF BIDDERS

- 3.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 3.2 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 Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 3.3 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB]," (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 3.4 The Bidder is not put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.



INSTRUCTIONS TO BIDDERS (ITB)



It shall be the sole responsibility of the bidder to inform BGL in case the bidder is put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 48 of ITB.

- 3.5 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.48 of ITB.

- 3.6 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of
or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

- 3.8 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.9 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium).

Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (i) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - a. **In case of Proprietorship:** by Proprietor
 - b. **In case of Partnership:** by all Partners or Managing Partner
 - c. **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.



INSTRUCTIONS TO BIDDERS (ITB)



d. **In case of Public/ Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by company Secretary / MD / CMD / CEO.

- (ii) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.
- (iii) The “authorized signatory” of the Bidder holding Power of Attorney must digitally sign all uploaded files.
- (iv) A valid e-mail Id of the Organization/Firm Bidder must possess an e-mail Id, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

The Power of Attorney should be valid till award of contract/ order to successful bidder.

4.0 ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one (01) bid in the same bidding process either by himself or as a member of consortium/joint venture, (wherever consortium or joint venture is allowed). A bidder who submits or participates in more than one (01) bid in the same bidding process will cause all the proposals in which the bidder has participated to be disqualified.
- 4.2 “More than one bid” means bid(s) by bidder(s) having any of the Proprietor / Partner / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

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

5.0 SINGLE POINT RESPONSIBILITIES

The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/ joint bid shall be accepted. The status of all the other vendor(s)/ collaborator(s), (if any), referred/ identified by the bidder in their offer shall be that of bidder's sub-vendor/ supplier/ sub-service provider.

6.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof.



INSTRUCTIONS TO BIDDERS (ITB)



Further, BGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

7.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

Bid document is non-transferable. Bid received from the bidders in whose name tender processing fee has been submitted shall only be considered. Bidder must submit the tender processing fee in their name. Tender processing fee shall be submitted by the bidder as defined in tender document.

B. THE BID DOCUMENTS

8.0 CONTENT OF BID DOCUMENTS

8.1 The Bid Documents are those stated below and should be read in conjunction with any addendum/ corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS" of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)
- Section –VII : Forms to be used after award of Contract.

Volume II: Technical Volume

8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.0 CLARIFICATION ON BID DOCUMENTS

9.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. Owner / VCS will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. BGL / VCS reserves the right to ignore the bidders request for clarification if received after the aforesaid period. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on ITI's e-procurement website <https://petroleum.ewizard.in> along with the corrigendum (if



INSTRUCTIONS TO BIDDERS (ITB)



any) before the bid due date and communicated to prospective bidders by email. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

- 9.2 Any clarification or information required by the Bidder but same not received by the Employer at clause no. 9.1 above is liable to be considered as "no clarification / information required".
- 9.3 The Bidder shall submit their queries / clarifications to VCS in the format "F-9".

10.0 AMENDMENT OF BID DOCUMENTS

- 10.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by addenda/ corrigendum.
- 10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 10.0 and shall be hosted on the ITI's e-tendering website <https://petroleum.ewizard.in> before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 10.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner / Consultant, at its discretion, may extend the deadline for the submission of bids.
- 10.4 Bidders are advised to visit <https://petroleum.ewizard.in> ITI's e-tendering website from time to time to get updated information / documents.

C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

- 11.1 The bid prepared and submitted by the Bidder, as well as, all correspondence, drawings, certificates and documents etc. relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English only.
- 11.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

12.0 DOCUMENTS CONSTITUTING THE BID

- 12.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided on the e-Tendering portal:
- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
 - Price Bid having Price Schedule/ SOR filled up in accordance with tender documents.



INSTRUCTIONS TO BIDDERS (ITB)



- Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
- Bid security furnished in accordance with Performa given in this bid documents.

13.0 BID FORM

- 13.1 The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 23.1 of ITB.
- 13.2 In two part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

14.0 BID PRICES

- 14.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 14.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 14.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 14.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, Or for any other cause except final GST (CGST & SGST/UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions and SOR.
- 14.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of The Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 14.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 38.2 of ITB.
- 14.7 Further, Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in SOR.



INSTRUCTIONS TO BIDDERS (ITB)



15.0 GST (CGST & SGST/ UTGST OR IGST)

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

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

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

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

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

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

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

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

15.5.1 Owner/BGL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BGL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same



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proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 15.5.2 The input tax credit of GST (CGST & SGST/UTGST or IGST) quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 15.6 Where the BGL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-
- 15.6.1 Owner/BGL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.
- 15.6.2 The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).
- 15.7 BGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 15.8 In case BGL is required to pay entire/certain portion of applicable GST (CGST & directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR. Where BGL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and BGL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BGL or ITC with respect to such payments is not available to BGL for any reason which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier.
- 15.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details. If input tax credit with respect to GST (CGST & SGST/UTGST or IGST) is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) charged in the invoice(s) and shall be entitled to / deduct/ setoff / recover the such GST (CGST & SGST/UTGST or IGST) there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.



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15.10 Anti-profiteering clause

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

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

15.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 14 and 15 of ITB. SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder

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

- (a) Provision to be included in tender for Procurement of Goods/ Works/ Services/ Consultancy Services [under clause relating to "Taxes & Duties" / "GST (CGST & SGST / UTGST or IGST" of Model ITBs]

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by Bhagyanagar Gas Ltd. as no ITC is allowed on such invoices.

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

If input tax credit is not available to M/s. Bhagyanagar Gas Ltd. for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then Bhagyanagar Gas Ltd shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per Annexure-3 along with documents for release of payment.

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

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision)of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as



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defined of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from M/s. Bhagyanagar Gas Ltd. will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller M/s. Bhagyanagar Gas Ltd.

16.0 CURRENCIES OF BID

Bidders shall submit bid in Indian Rupees only.

17.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

17.1 Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- that the Bidder meets the qualification criteria stipulated in the Tender

18.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

18.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

18.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristics of the goods;
- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

18.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

19.0 BID SECURITY/ EMD

19.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.

19.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.



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- 19.3 Non-submission of EMD (in form of BG in physical form) to VCS's office as mentioned in IFB may render the bid liable for rejection.
- 19.4 Original Bid Security in the form of BG/LC/DD/Banker's Cheque shall be submitted in a sealed envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, VCS will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 19.5 Bank Guarantees towards EMD/Bid Bond from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 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.
- 19.6 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.
- 19.7 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their Bank Mandate Form (Form-10).
- 19.8 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, after finalization of tender.
- 19.9 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.
- 19.10 The bid security may be forfeited if:
- (i) The bidder withdraws the bid within its validity.
 - (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.
 - (iii) The bidder does not accept the LOA/PO/Contract.
 - (iv) Execution of job has not started as per timelines defined in tender document.
 - (v) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (vi) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.
 - (vii) In the case of a successful Bidder, if the Bidder fails to:
 - a) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "SCC: Clause-26.0"
 - b) to accept 'arithmetical corrections' as per provision of the clause no. 38.2 of ITB.



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- 19.11 In case of default by bidders under MSME category under heads (i) to (vii) above, recovery letter for amount equivalent to Earnest Money Deposit (EMD) / Bid Security shall be sent to bidder and information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises, Udyog Bhawan, Rafi Marg, New Delhi - 110011.
- 19.12 PSUs and firms registered as Micro/Small Enterprise with MSME are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. Enterprise which have been re-classified as 'Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected. **Declaration as per Annexure-1 to be mandatorily submitted along with exemption certificate by such bidders.** Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.
- 19.13 The Chartered Accountant (CA) certificate along with UDIN No. of Valid document and the same Chartered Accountant (CA) Certificate should be dated after the date of floating of tender & shall be specific to the tender for which bid is being submitted. Format of the certificate from Statutory Auditor / Chartered Accountant (CA) is attached as "Form-11" in bid document.
- 19.14 Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also along with **certificate from Statutory Auditor / Chartered Accountant (CA)** as 'Form-11' in bid document to get the MSE benefit..

Bidders must verify their latest status of MSME registration as on date of bid submission.

Note: the notification s.o.4926 (e) dated 18.10.2022 is applicable to the upward change took place in the status of udyam registered enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile udyog aadhaar memorandum(UAM). Any reference to udyog aadhaar memorandum (UAM) certificate shall not be considered for such EMD exemption."

- 19.15 **Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.**
- 19.16 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGL. The forfeiture amount will be subject to final decision of BGL based on other terms and conditions of order/ Contract.
- 19.17 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

20.0 PERIOD OF VALIDITY OF BIDS

- 20.1 Bids shall be kept valid for period specified in IFB from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGL as 'nonresponsive'.
- 20.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing by email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or



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permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-19" in all respects.

21.0 FORMAT AND SIGNING OF BID

21.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

21.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

21.3 As bidding shall be done through e-Tendering, digitally signed documents to be uploaded.

22.0 DEVIATION AND REJECTION CRITERIA

ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 34.0 of ITB.

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

D. PREPARATION AND SUBMISSION OF BIDS

23.0 PREPARATION OF BIDS

23.1 Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the e-procurement website (<https://petroleum.ewizard.in>) which shall comprise of the following:

23.1.1 Techno-Commercial Un Price Bids

Techno-commercial / Un Priced bid and shall upload /contain the following components:

- i. Covering Letter
- ii. Bidder's General Information Form-1
- iii. Deviation Form as per Form-2
- iv. Format for Undertaking from TPIA as per Form-3



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- v. Certificates as per Form-4
- vi. Confirmation that bidder is not banned by any Indian Government organization/ Government Undertaking from quoting as per Form-5
- vii. Bid Form as per Form-6
- viii. Information regarding any current litigation in which the bidder is involved in Form-7
- ix. Bid Bond Performa / Performa for EMD, Form-8
- x. Bank Mandate Form as per Form-9
- xi. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- xii. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED".
- xiii. Copy of GST and PAN Registration Certificates
- xiv. EMD/ Bid security exemption Form 11 (in case applicable)
- xv. Undertaking On Letterhead Regarding Bidder Sharing Border with India as Form 12
- xvi. UNDERTAKING ON LETTERHEAD (Applicable in case of Transfer of Technology cases only) Form 12-A
- xvii. Integrity Pact as per Form-13
- xviii. Declaration of EMD / Bid security as per Annexure – 1
- xix. Format for certificate from bank if bidder's working capital is inadequate as per Annexure – 2 (In case applicable)
- xx. Annexure – 3 (Undertaking for e-invoice)
- xxi. Other documents as per Technical Volume of bid document

Note: All pages of the bid offer to be signed and stamped by an authorised representative (as described in bid document) of the bidder.

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

23.1.2 Price bid:

The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

PRICE BID of the Bid shall be uploaded under tab "Step 3: SOR Attachment" page in the BGL E-TENDER Portal i.e., <https://petroleum.ewizard.in> and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document and only under tab "Step 3: SOR Attachment" as per instructions provided in Instructions for participating in e-Tender of Tender Document and Ready Reckoner available in Bid Document and in BGL website.

- i. Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents and uploaded only in "Step 3: SOR Attachment". Submission of prices in Unpriced bid shall lead to



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rejection of the bid. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions.

- ii. If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iii. In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, in case of manual tendering; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- v. The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.

23.2 Bidders are requested to refer instructions for participating in e-Tendering as per ITB, Ready Reckoner for Bidders and FAQs available in Bid Documents and e- portal. Bids submitted manually shall be rejected.

23.3 **Bid Security:** Bidder to submit an undertaking letter as per the Annexure-1 of Forms & Formats in bid document.

24.0 BID INSTRUCTIONS FOR ONLINE BID SUBMISSION

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.ewizard.in/>).

24.1 REGISTRATION PROCESS ON ONLINE PORTAL

- (i) Bidder has to enroll on the e-Procurement module of the portal <https://petroleum.ewizard.in> by clicking on the link "Bidder Enrollment".
- (ii) The bidder has to choose a unique username and assign a password for their accounts. Both these are case-sensitive.
- (iii) Once the username and password are saved, even if the registration process is not completed in a single go, it can be continued where left. For resuming, click on "retrieve details" button on the bidder enrolment page.
- (iv) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- (v) After registration send User ID for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.



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- (vi) Bidders will be asked to provide their refund bank account details. These details will only be used for EMD refund purpose only in case where EMD is paid through e-payment mode on the portal. These details may be updated anytime in the user profile after login.
- (vii) Annual registration charges of Rs. 2000/- plus applicable GST per annum shall be charged by ITI Limited from all the bidders (non-refundable through their e-payment gateway).
- (viii) Upon enrolment, bidder needs to register their valid Digital Signature Certificate (Class III Certificates with signing and encryption combo key usage) issued by any Certifying Authority recognized by CCA India with their profile. This step may be skipped while registration, the same will be prompted to be done during first login into the portal. Please note that login can only be done in presence of a valid digital signature.
- (ix) Only one valid DSC should be registered by a bidder. This can be however be changed anytime in the user profile after login. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (x) Bidders must ensure that they have the latest version of Java installed in their local system to enable the portal to access their digital signatures. Refer section “System prerequisites” below for details.
- (xi) The User ID of bidders will only be activated once they upload correct documents for verification (such as PAN, GST, etc.) and send email to helpdeskeuniwizarde@gmail.com requesting activation mentioning their user ID and attaching their registration payment acknowledgement in the mail.
- (xii) Once ID is activated, bidders can then log in to the site through the secured log-in by entering their user ID / password and their DSC / e-Token.

Foreign bidders are advised to refer “DSC details for Foreign Bidders” on the portal for Digital Signature requirements. Any type of DSC that has valid signing and encryption capabilities are allowed on the portal. Fields not relevant for foreign bidders are optional and can be skipped during registration process.

24.2 SYSTEM PREREQUISITES

- (i) Your system should have Java installed and configured for the portal before logging in to your ID, if not follow the below steps.
- (ii) Go to <https://www.java.com> and click on “Download” and run the downloaded setup file.
- (iii) Once fully installed, search in your start menu- “Configure Java” and run it.
- (iv) Go to tab “Security” of the window, click on “Edit site list”. Click on “Add” and enter <https://petroleum.ewizard.in> in the new row. Click on “Add” then “Ok” and again “Ok”.

24.3 TENDER DOCUMENTS SEARCH

- (i) Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- (ii) After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.



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- (iii) 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.
- (iv) Once the bidders have marked the tenders they are interested in, these tenders will be moved to the 'Interested Tenders' page. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (v) After marking as interested, bidders can pay the e-tender processing fee to ITI Limited through the 'Request tender' option. Once paid, the bidders can proceed for bid submission.
- (vi) Bidder has to log into the site well in advance before the sale date and time of the tender in over. ITI Limited shall not be responsible for any last minute issues regarding processing fee payment.
- (vii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

24.4 BID PREPARATION

- (i) Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- (ii) Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under "My Documents" link on the portal first. These can be later attached as part of their bid documents during bid submission.
- (iii) Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

24.5 BID SUBMISSION

- (i) Bidder will be entirely responsible for any last minute issues and ITI Limited shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- (ii) For EMD, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. Exempted vendors can select 'Exemption' and upload valid certificate for the same.
- (iii) A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- (iv) Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the 'Profile' tab on the portal and click 'Capture cipher certificate' button on the update profile page. Follow the java application steps as instructed and save your profile.
- (v) 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, opening of bids etc. The bidders should follow this time during bid submission.



INSTRUCTIONS TO BIDDERS (ITB)



- (vi) 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) It is important to note that the bidder has to click on the 'Final Submit Bid button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- (viii) 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.
- (ix) Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again.** It is only meant in case bidders need to withdraw their participation from a specific tender.

24.6 ASSISTANCE TO BIDDERS

- (i) Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.

For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 eWizard Helpdesk. The contact number for the helpdesk are Gagan (8448288987 / eprochelpdesk.01@gmail.com), Vijay (8448288989 / eprochelpdesk.03@gmail.com), Suriya (8448288994 / eprochelpdesk.06@gmail.com), 8448288992, 8448288984, 8448288986, 8448288982, 8448288988, in case of delay in resolution.

24.7 EMAIL SUPPORT:

For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to helpdeskeuniwizarde@gmail.com, eprochelpdesk.01@gmail.com, eprochelpdesk.03@gmail.com and eprochelpdesk.06@gmail.com. Any issues encountered due to last minute actions by the bidders shall not be the responsibility of ITI Limited. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline. (<https://www.bglgas.com/tender-videos/>).

25.0 SUBMISSION, SEALING AND MARKING OF BIDS

- 25.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 25.2 However, Bidders are required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in Bid Document
- 25.3 All the bids shall be addressed to the owner at address specified in IFB.



INSTRUCTIONS TO BIDDERS (ITB)



25.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted

26.0 DUE DATE AND TIME OF BID SUBMISSION

26.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

26.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

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

27.1 Any bid received by the Owner/ Consultant after the deadline for submission of bids prescribed by the Owner/ Consultant will be rejected.

27.2 Bidders have to upload scanned copy of their EMD or Exemption certificate with declaration letter (Annexure-1 of Forms & Formats), as applicable, on the e-tender portal. During bid opening, any bid uploaded without such EMD/Exemption certificate copy shall be summarily rejected.

27.3 Bidders submitting bid security in the form other than that of online transaction, bidder shall submit the same in physical form to Head, C&P Department, VCS Quality Services Pvt. Ltd., Unit No. 1116 - 1121, Tower 4, 11th floor, Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P. within 07 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.

27.4 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

28.0 MODIFICATION AND WITHDRAWAL OF BIDS

28.1 The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

28.2 No bid shall 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. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

28.3 Upon selecting "withdraw" option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. BGL and ITI Limited shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.



INSTRUCTIONS TO BIDDERS (ITB)



- 28.4 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the rejection of bid and also bidder's banning/ putting on holiday list.
- 28.5 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 28.6 In case after price bid opening the lowest evaluated bidder (L-1) 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, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure as per tender documents
- 28.7 No new deviation will be received/ accepted from bidder after bid due date & time. In case bidder submits new deviation, his bid will be rejected. At the sole discretion of the owner bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected & EMD/ Bid security submitted by the bidder shall be forfeited.

E. OPENING AND EVALUATION OF BIDS

29.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 29.1 The Owner/Consultant will open all bids on the e-Tender portal at the time, on the date (as specified in IFB), and at the place specified in the Tender.
- 29.2 The Bidders' names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 29.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

30.0 CLARIFICATION OF BIDS

- 30.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification shall be sent through e-Tender portal and the response shall be through e-Tender portal, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Intimation regarding clarification shall be sent through email.

31.0 PRELIMINARY EXAMINATION

- 31.1 The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 31.2 The Purchaser/Consultant may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.



INSTRUCTIONS TO BIDDERS (ITB)



31.3 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.

31.4 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

32.0 REJECTION CRITERIA

32.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

32.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- i) Firm Price
- ii) EMD/Bid security/ Udyam Registration Certificate
- iii) Scope of Work
- iv) Specifications
- v) Price Schedule in other than prescribed format or with insertion of any condition(s)
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule
- ix) Delivery schedule
- x) Performance Bank Guarantee/ Security Deposit
- xi) Defect Liability/ Guarantee/Warranty of goods / work
- xii) Arbitration / Resolution of Dispute
- xiii) Force Majeure
- xiv) Applicable Law
- xv) Integrity Pact, if Applicable
- xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid
- xvii) Non-submission of Price Bid in Price Bid Envelope/Cover-2
- xviii) Non-submission of declaration regarding Holiday Listing status

Prices if received in Unpriced Bid shall not be considered for evaluation and bid shall be summarily rejected.



INSTRUCTIONS TO BIDDERS (ITB)



33.0 NON-COMPLIANCE WITH THESE PROVISIONS

Bids are liable to be rejected as nonresponsive if a Bidder:

- 33.1 Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 33.2 Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

34.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 34.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
 - (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents;and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-32.2"
- 34.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
 - a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 34.3 A material deviation, reservation or omission is one that,
 - a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 34.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 34.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.



INSTRUCTIONS TO BIDDERS (ITB)



35.0 OPENING OF PRICE BID

- 35.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid. Such bidders may be required to attend the price bid opening at a short notice
- 35.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

36.0 CONFIDENTIALITY

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

37.0 CONVERSION TO SINGLE CURRENCY

- 37.1 Not Applicable.

38.0 EVALUATION AND COMPARISON OF BIDS

The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.

38.1 Evaluation

- 38.1.1 Prices shall be evaluated on **Item-wise basis** to arrive at the **lowest evaluated cost** to Purchaser
- 38.1.2 The evaluated price of bidders shall include the following:
- Unit Price including supply, packing & forwarding and TPIA Charges
 - Freight charges including, insurance, loading, transportation and unloading & stacking at BGL Site/ Store.
 - GST on above
- 38.2 In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:
- Arithmetical errors will be rectified on the following basis:
 - If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
 - If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
 - Deviations from terms and conditions of the bid document stipulated by the bidder if found acceptable, shall be evaluated and loaded to the quoted price.
 - If the bidder will not qualify for quoted item, then the rates of that bidder for that item will not be considered for evaluation.
- 38.2.1 Correction of errors
- a) Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:



INSTRUCTIONS TO BIDDERS (ITB)



- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Contractor (by multiplying the quantity and rate) shall be taken as correct.
 - When the rate quoted by the Contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected
- b) The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

38.2.2 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

38.2.3 Comparison of Prices

The evaluated price of bidders shall include the following:

- Comparison shall be done on **Item-wise basis** to arrive at **lowest evaluated cost** to owner including applicable GST.
- If more than one bidder quotes the same price leading to common total evaluated price, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence:
 - a. Turnover of the preceding audited financial year.
 - b. Value of highest single order of similar work executed in last 7 years.

38.3 Bidders are required to quote and comply with all applicable statutory requirements for invoicing.



INSTRUCTIONS TO BIDDERS (ITB)



39.0 PURCHASE PREFERENCE

39.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1.1 In case the bidder is a Micro or Small Enterprise as defined under MSE Order 2012 along with amendments notified vide Government of India Gazette from time to time. The bidder shall be entitled for benefits under the Public Procurement Policy as per the details mentioned below:

- i. Issue of Tender Documents free of cost.
- ii. Exemption from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of L1 + 15% shall be allowed to supply a portion of requirement by matching the price of L1, if L1 is other than MSE, up to 25% (100% for indivisible tender) of the total tendered value.
- iv. Public Procurement Policy for MSEs is meant for procurement of only goods produced and services rendered by MSEs. Traders / distributors / sole agent / works contract are excluded from the purview of this PP Policy.
- v. In case of availability of more than one Micro and Small Enterprises within the price band of L1 + 15%, 25% (100% for indivisible tender) of the tender value shall be shared proportionately amongst the eligible MSEs, subject to matching the L1 price.
- vi. Further, out of above 25% for other than indivisible tender, 4% shall be from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by Women Entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or Women Entrepreneurs.

Note:

An MSE bidder shall be defined to be owned by an SC/ST Entrepreneur as under: i.e.

- i. In case of Proprietary MSE, Proprietor(s) shall be SC/ST,
- ii. In case of partnership MSE, the SC/ST partners should be holding at least 51% shares in the Unit
- iii. In case of Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.

39.1.2 An MSE bidder shall be defined to be owned by Women entrepreneur: i.e.

- i. In case of Proprietary MSE, Proprietor(s) shall be Woman,
- ii. In case of partnership MSE, the women partners should be holding at least 51% shares in the Unit,
- iii. In case of Private Limited Companies, at least 51% shares shall be held by women promoters.

39.1.3 MSE bidder shall submit the following:

- i. A copy of Certificate as documentary evidence that the bidder is a registered Micro or Small Enterprise.
- ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.



INSTRUCTIONS TO BIDDERS (ITB)



- iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012 along with amendments notified vide Government of India Gazette from time to time.

- 39.1.4 Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following has been notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and con of all nontax benefits of the category (micro or small or medium) it was in before the reclassification, sequent re-classification, an enterprise shall continue to avail for a period of three years from the date of such upward change".

In compliance to above notification, for upward change in status, MSE bidder is required to submit the requisite certificate to get the MSE benefits.

- 39.1.5 The benefit of policy is not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

40.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

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

"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.

3. **"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



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- 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

4. "Beneficial owner" for the purpose of above will be as under:

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

Explanation—

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

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

Note :



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- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
6. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
7. "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & III of this order.

8. Submission of Certificate in Bids:

Bidder shall submit a certificate in this regard as **Form-12**.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as **Form-12-A**.

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.

9. 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.

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

41.0 CONTACTING THE PURCHASER/ CONSULTANT

- 41.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 41.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.



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F. AWARD OF CONTRACT

42.0 POST-QUALIFICATION

- 42.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 42.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Purchaser/Consultant deems necessary and appropriate.
- 42.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

43.0 AWARD CRITERIA

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the **Item-wise lowest evaluated bid**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

44.0 SPLIT OF AWARD

Applicable as per PP-MSE guidelines as amended from time to time.

45.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE VALIDITY OF CONTRACT

- 45.1 The Purchaser reserves the right during the validity of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

46.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 46.1 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 BGL's action. However, bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BGL shall respond quickly.

47.0 NOTIFICATION OF AWARD

- 47.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 47.2 The date of Letter of Acceptance (LOA / First Intimation for notification of award will constitute effective date.
- 47.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 47.4 Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 47.5 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.



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47.6 Letter of intent read in conjunction with bid documents shall be binding Contract.

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

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

48.2 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in Fraudulent/ Coercive Practices

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I to ITB), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL) to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

➤ ANNEXURE-I to ITB: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

49.0 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

➤ ANNEXURE-II to ITB: VENDOR PERFORMANCE EVALUATION PROCEDURE

50.0 INCOME TAX & CORPORATE TAX

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

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

50.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

51.0 SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the



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award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

- 52.1 Bhagyanagar Gas Limited (BGL) has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 52.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 52.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 52.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 52.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 52.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited (BGL) Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 52.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.



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52.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

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

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

54.0 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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



INSTRUCTIONS TO BIDDERS (ITB)



Annexure-I o 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.

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.



INSTRUCTIONS TO BIDDERS (ITB)



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 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

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



INSTRUCTIONS TO BIDDERS (ITB)



S. No.	Description	Period of banning from the date of issuance of Banning order
2.	Corrupt/ Fraudulent (pertaining to BEC of tender) / Collusive/ Coercive Practices	03 Years
2.1.	<p>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:</p> <p>(i) Repeated once</p> <p>(ii) Repeated twice or more</p>	<p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p>
3.	Indulged in unauthorized disposal of materials provided by BGL	07 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	02 Years

Practices shall be as under and to be reckoned from the date of banning order:

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- 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/ misappropriation 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.



INSTRUCTIONS TO BIDDERS (ITB)



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 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/ misappropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BGL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.



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F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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ANNEXURE-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. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/ Contractor/ 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.



INSTRUCTIONS TO BIDDERS (ITB)



4.0 EXCLUSIONS

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

1. Orders/ Contracts below the value of Rs. 7 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/ holiday list/ banning list.
2. One time Vendor/ Supplier/Contractor/ Consultant.
4. Orders for Misc./Administrative items/ Non stock Non valued.

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 Appendix-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:

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

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

A) Where Performance rating is "POOR":

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

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



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

B) Where Performance rating is “FAIR”:

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

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 Appendix-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated:

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

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

A) Where Performance rating is “POOR”:

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

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

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



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B) Where Performance rating is "FAIR":

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

7.0 EFFECT OF HOLIDAY

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

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

7.3 Effect on other ongoing tendering:

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

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

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

7.4 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.

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

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- i. 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.
- ii. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- iii. Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- iv. "Appellate Authority" shall mean Committee of Directors.



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9.0 ERRANT BIDDER

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

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

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



INSTRUCTIONS TO BIDDERS (ITB)



Appendix-1

Bhagyanagar Gas Limited (BGL)
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)



INSTRUCTIONS TO BIDDERS (ITB)



Note :

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

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

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

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

Signature of Authorised Signatory:

Name:

Designation:



INSTRUCTIONS TO BIDDERS (ITB)



Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE

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

1.2 QUALITY PERFORMANCE

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases		10 marks
ii) When quality Failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations < 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks



INSTRUCTIONS TO BIDDERS (ITB)



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



INSTRUCTIONS TO BIDDERS (ITB)



Domestically Manufactured Iron & Steel Products (DMI & SP) policy

भाग I—खण्ड 3(i)

भारत का राजपत्र : अमाशरण

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**MINISTRY
OF
STEELNOTIFICATION**

New Delhi, the 31st December, 2020

G.S.R. 1(E).—The amendments in the Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement (DMI&SP Policy) Revised, 2019 is hereby published for general information.

No. S-13026/1/2020-IDD

"

**Ministry of SteelID
Division**

Udyog Bhawan, New Delhi 31st December, 2020

Sub.: Amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019

The following amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019 (DMI&SP revised, 2019) are applicable with immediate effect. These amendments / additions shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this notification.

1.0 I - Amendments: Table 1

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	Clause 1.3: The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.	Clause 1.3: The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.
2	Clause 2.13: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.	Clause 2.13: Domestic value addition means <u>- amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</u> The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग I—खण्ड 3(i)

भारत का राजपत्र : असाधारण

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3	<p>Clause 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.</p>	<p>Clause 5.1.5: The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p>Clause 5.1.6: The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs.25 crores.</p>	<p>Clause 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p>Clause 7.2: Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.</p>	<p>Clause 7.2: Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</p>
6	<p>Clause 7.3: It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products % domestic value addition <i>Net selling price of final product - landed cost of imported iron or steel at the plant</i>----- ----- X 100 % <i>Net selling price of final product</i></p> <p>For capital goods % domestic value addition <i>Net selling price of final product - landed cost of imported iron or steel at the plant</i> ----- X 100 % <i>Net selling price of final product</i></p>	<p>Clause 7.3: It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p>For iron and steel products & capital goods % domestic value addition <i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i> ----- X 100 % <i>Total value of the item to be procured / sold</i></p>

II - Following amendment is made to the Appendix A of the DMI&SP revised, 2019 :- Wherever minimum domestic value addition of **15%** is specified in the Appendix - A of the DMI&SP revised, 2019 under the column Minimum domestic value addition requirement, same shall be replaced with **20%** minimum domestic value addition). (Revised Appendix - A is attached)



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग I - खण्ड 3(i)

भारत का राजपत्र - अध्यादेश
III - Additions / Insertions: Table 2

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Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.</p> <p>6.9.2 Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p>6.9.3 Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p>6.9.4 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p>6.9.5 For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. "entity" country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p>Clause 6.10: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP Policy.</p>



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

• ~~Revised Appendix A - Exclusive for domestically manufactured products~~

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Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbowsleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%	13
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%	
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	20%	
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non-alloy steel	7228	35%	
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	20%	
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	20%	
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or thermal equipment	7309	20%	
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	20%	
31	Containers for compressed or liquefied gas, of iron or steel	7311	20%	
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	20%	
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	20%	
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	20%	
35	Chain and parts thereof, of iron or steel	7315	20%	
36	Anchors, grapnels and parts thereof, of iron or steel	7316	20%	
37	Articles of iron and steel	7317	20%	
38	Articles of iron and steel	7318	20%	
39	Articles of iron and steel	7319	20%	
40	Springs and leaves for springs, of iron or steel	7320	20%	
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	20%	
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	20%	



INSTRUCTIONS TO BIDDERS (ITB)



43	Tables and similar household articles and parts thereof, of iron or steel	7323	20%	13
44	Sanitary ware and parts thereof, of iron or steel	7324	20%	
45	Other cast articles of iron or steel	7325	20%	
46	Electrical steel and other articles of iron or steel	7326	20%	
47	Railway or tramway passenger coaches, not self-propelled	8605	50%	
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%	
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%	

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix.

[F. No. S-13026/1/2020-IDD]
RASIKA CHAUBE, Addl. Secy.



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

प्राप्त [प्राप्त] 3(1)(1)

भारत सरकार - प्रशासनिक
सचिव का सचिवालय - जयपुर

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MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 29th May, 2019

G.SR. 385(E). The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-JDDJ]
RASIKA CHAUBE, Addi. Secy.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT REVISED, 201

Background

This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.*

The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2 Definitions

- 2.1 Bidder may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.*
- 2.2 Domestically Manufactured Iron & Steel Products (DMI&SP) are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.*
- 2.3 Domestic Manufacturer is a manufacturer of iron & steel products conforming to guidelines in section 7 and conforming to the definition of 'manufacturer' as per Central Excise Act.*
- 2.4 Government for the purpose of the Policy means Government of India.*
- 2.5 Government agencies include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.*
- 2.6 MoS shall mean Ministry of Steel, Government of India.*
- 2.7 Net Selling Price shall be the invoiced price excluding net domestic taxes and duties.*
- 2.8 Semi-Finished Steel shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.*
- 2.9 Finished Steel shall mean Flat and Long products, which can be subsequently*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग 1 — बidding based into manufacturing plant : अनाधारण

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- 2.10 *L1 means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.*
- 2.11 *Margin of purchase preference means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.*
- 2.12 *Iron & Steel Product(s) shall mean such iron and steel product(s) which are mentioned in Appendix A.*
- 2.13 *Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPJIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.*

3 Exclusions

- 3.1 *Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.*
 - 3.1.1 *Where specific grades of steel are not manufactured in the country, or*
 - 3.1.2 *Where the quantities as per the demand of the project cannot be met through domestic sources*

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

4 Standing Committee

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- 4.1 *Monitoring the implementation of the policy*
- 4.2 *Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.*
- 4.3 *Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3*
- 4.4 *Constitute a separate committee to carry out grievance redressal*
- 4.5 *The Standing Committee shall submit its recommendations for approval to Ministry of Steel.*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

Notifying Iron & Steel Products Procured by Government

- 5.1 *The following guidelines may be used for identifying and notifying the aforementioned products under the policy:*
- 5.1.1 *The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.*
- 5.1.2 *Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel*
- 5.1.3 *Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.*
- 5.1.4 *The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.*
- 5.1.5 *The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.*
- 5.1.6 *The policy shall be applicable to projects where the procurement value of iron and steel*
- products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25.crores*
- 5.1.7 *The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.*
- 5.1.8 *Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.*
- 5.1.9 *The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.*
- 5.1.10 *Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/ entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.*
- 5.1.11 *The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and an agencies/ entities under*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

- 5.1.12 *Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.*
- 5.2 *The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.'*
- 5.3 *The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.*
- 5.4 *Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.*
- 5.5 *The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.*
- 6 Tender procedure for procurement by government and government agencies**
- 6.1 *The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.*
- 6.2 *The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products (as indicated in Appendix A and Appendix B)*
- 6.3 *In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in Appendix A and Appendix B.*
- 6.4 *For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers & suppliers having the capability of meeting & exceeding the domestic value addition targets. Manufacturers & suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.*
- 6.5 *In case of Appendix B items, if in the opinion of the procuring company, the tenders*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

~~भाग I —~~ *Procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.*

- 6.6 *In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.*
- 6.7 *In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.*
- 6.8 *The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:*
- 6.8.1 *The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel product.*
- 6.8.2 *In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.*
- 6.8.3 *In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.*
- 6.8.4 *It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.*

7 Domestic value addition requirement

- 7.1 *Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good as mentioned in Appendix A and B.*
- 7.2 *Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.*
- 7.2.1 *In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.*
- 7.2.2 *In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic*



INSTRUCTIONS TO BIDDERS (ITB)



~~7.3~~ ~~The value addition requirement of the policy is complied with.~~ 13

7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy. 1



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग I—खण्ड 3(i)

भारत का राजपत्र : असाधारण

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For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

For Capital Goods

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

8 Certification and audit

8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents or authorized distributors or authorized dealers or authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall

furnish the Affidavit of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form I attached to these guidelines.

8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.

8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग I—खण्ड 3(i)

भारत का राजपत्र : असाधारण

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भारत का राजपत्र : असाधारण

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- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry Of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish benefits of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

2.0 9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- Implementation monitoring by Ministry of Steel**
- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग I—खण्ड 3(i)

भारत का राजपत्र : असाधारण

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Appendix A • Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	

50%

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[PART II-SEC. 3(i)]

4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

Sl. No.	Description	Code	Percentage	Subtotal
17	Pipes, pipes and hollow profiles, sections of iron (open or cast iron) or steel	7304	35%	13
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%	
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%	
20	Tube or pipe fillings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%	
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%	
22	Wire of stainless steel	7223	35%	
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%	
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%	
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%	
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or steel	7228	35%	
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%	
28	Structures (excluding prefabricated buildings of heading 9406) and pans of structures	7308	15%	
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or thermal equipment	7309	15%	



INSTRUCTIONS TO BIDDERS (ITB)



38	Articles of iron and steel	7318	15%	
39	Articles of iron and steel	7319	15%	
40	Springs and leaves for springs, of iron or steel	7320	15%	13
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and pans thereof, of iron or steel	7321	15%	
42	Radiators for central heating, not electrically heated, and pans thereof, of iron or steel; air heater and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and pans thereof, of iron or steel	7322	15%	
43	Tables and similar household articles and pans thereof, of iron or steel	7323	15%	
44	Sanitary ware and pans thereof, of iron or steel	7324	15%	
45	Other cast articles of iron or steel	7325	15%	
46	Electrical steel and other articles of iron or steel	7326	15%	
47	Railway or tramway passenger coaches, not self-propelled	8605	50%	
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%	
49	Pans of railway or tramway locomotives or rolling-stock; such as bogies, Bissel bogies, axle and wheel sets and parts thereof	8607	50%	

Products included in descriptions are indicated by HS codes; all products in the specified HS codes are included as part of the appendix

Appendix B

Indicative list of capital goods (non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
I	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells.	50%



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

पत्र 1 - भाग 3(i)

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[PART I - SFC. 3(i)]

		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimern, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tippers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tippers, wagon	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hirate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level H automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCJ system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass &	50%



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग 1 - अर्ध-3(i)

भागावट क्र. 3 : असाधारण

2/3

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system, LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O ₂ measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system, Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducing hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand guide segment, tundish, ladle cover, roller tables & auxiliaries, mould & segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller cables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, laser welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

भाग 2]—खण्ड 3(i)

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[PART II SEC 3(i)]

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No.____ Wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMO. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No>



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

Annexure-II

ADDITIONAL BID EVALUATION CRITERIA

1.0 *The Bid evaluation criteria for procurement of tender (for procurement for iron and steel products specified in the policy and falling in ambit mentioned at para 6.0 of Circular dated June XX, 2019) will include the following provision also:*

- (i) Bidder should have minimum prescribed domestic value addition of (to be included based on Appendix-A of policy)*
- (ii) The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:*
 - a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.*
 - b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to BGL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.*
 - c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to BGL as per the policy.*

2.0 *The formula for value addition, certification, penal action etc. shall as per Annexure-III*



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

Annexure-III

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP), TO BE INCORPORATED IN THE ITB

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. A copy of the policy and clarification (s) issues are available on website of Ministry of Steel (i.e. <http://steel.gov.in/>) for reference.

2.0 DEFINITIONS

- i. Bidder may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. "Domestically Manufactured Iron & Steel Products (DMI&SP)" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value -addition as mentioned in Appendix-A.
- iii. Domestic Manufacturer is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- iv. Government for the purpose of the Policy means Government of India.
- v. Government agencies include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government
- vi. MoS Shall mean Ministry of Steel, Govt. of India.
- vii. Net Selling Price shall be the invoiced price excluding net domestic taxes and duties
- viii. Semi- Finished Steel shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- ix. ***Finished Steel shall mean Flat and Long products, which can be subsequently processed into manufactured items.***



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

- x. **LI** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- xi. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- xii. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.
- xiii. **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

2.1 **IRON & STEEL PRODUCTS**

- 2.2 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy:
- 2.3 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 2.4 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.

Annexure- B is the Indicative list of capital goods (non-exhaustive) for manufacturing iron & steel products. Since presently manufacturing iron & steel products is not being done by BGL, the provision regarding Annexure-B of policy will not be applicable.

3.1 **TENDER PROCEDURE**



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

- 3.2 For iron and steel products in Appendix A, the tender is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 3.1 The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.
 - In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer BGL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the BGL as per the policy.

4 DOMESTIC VALUE ADDITION REQUIREMENT

- 4.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A. ..
- 4.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 4.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to BGL.

K. H. K. G.



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

4.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

4.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

5 CERTIFICATION AND AUDIT

5.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to BGL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents I authorized distributors I authorized dealers I authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to BGL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in Form I attached.

5.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to BGL and shall continue to be filed till the completion of supply of the said products.



INSTRUCTIONS TO BIDDERS (ITB)



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5.3 BGL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of BGL to verify the correctness of the claim. The *onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.*

5.4 In case a complaint is received by BGL against the claim of a bidder regarding domestic value addition in iron & steel products, BGL shall have full rights to inspect and examine

all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs.20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of Bhagyanagar Gas Limited along with the complaint by the complainant. In case, the complaint is found to be incorrect, the BGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest. Further, no cognizance will be taken to any complain received without the compliant feementioned above.

5.5 Any complaint referred to BGL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to BGL within 2 weeks of filing the complaint.

5.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of BGL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation BGL to establish bonafids of claim.



INSTRUCTIONS TO BIDDERS (ITB)



Bhagyanagar Gas Limited

5.7 The cost of assessing the prescribed extent of domestic value addition shall be borne BGL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.

5.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, BGL will impose also penalties including forfeiting of the ElVID/CPBG and putting such bidder on banning list as per BGL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

5.9 In case of rt! form; of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, BGL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6.1 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

6.2 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

6.3 MoS shall be the nodal ministry to monitor the implementation of the policy.

7.1 REFERENCE TO MINISTRY OF STEEL

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.



INSTRUCTIONS TO BIDDERS (ITB)



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FORM-1

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper Date:

I _____ S/o,D/o, W/o, _____ Resident of _____

_____ ; hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before BGL for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of BGL for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that BGL is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. *Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)*
- ii. *Date on which this certificate is issued*
- iii. *Iron & Steel Products for which the certificate is produced.*
- iv. *Steel Products for which the certificate is produced BGL to whom the certificate is furnished*
- v. *Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed*
- vi. *Name and contact details of the unit of the manufacturer (s)*



INSTRUCTIONS TO BIDDERS (ITB)



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- vii. *Net Selling Price of the iron & steel products*
- viii. *Freight, insurance and handling till plant*
- ix. *List and total cost value of input steel (imported) used to manufacture the iron & steel products*
- x. *List and total cost of input steel which are domestically sourced.*
- xi. *Please attach domestic value addition certificates from suppliers, if the input is not in house.*
- xii. *For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.*

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC)



GENERAL CONDITIONS OF CONTRACT (GCC)



1.0 DEFINITIONS

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

- 1.1 **CONSULTANT** *[if engaged]* shall mean M/shaving its registered office at..... The term consultant includes successors, assigns of M/s
- 1.2 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER'S written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER'S works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER** shall mean BHAGYANAGAR GAS LTD (BGL) having its registered office at 2nd Floor, Parishrama Bhavan, APIDC Building, Basheer Bagh, Hyderabad. The term



GENERAL CONDITIONS OF CONTRACT (GCC)



PURCHASER includes successors, assigns of BGL.

- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents. PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors. Quantities - Bills of quantities Bills of quantities Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.



GENERAL CONDITIONS OF CONTRACT (GCC)



1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2.0 SELLER TO INFORM

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

3.0 APPLICATION

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

4.0 COUNTRY OF ORIGIN

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

5.0 SCOPE OF CONTRACT

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

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER'S responsibility) shall be provided by SELLER without any extra cost.

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

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

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

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central



GENERAL CONDITIONS OF CONTRACT (GCC)



Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 STANDARDS

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

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/ CONSULTANT.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER,
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.



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8.0 CONTRACT OBLIGATIONS

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

9.0 MODIFICATION IN CONTRACT

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/ CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/ CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER'S Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10.0 USE OF CONTRACT DOCUMENTS & INFORMATION

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

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

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



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11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

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

12.0 PERFORMANCE GUARANTEE

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

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

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

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

13.0 INSPECTION, TESTING & EXPEDITING

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

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

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



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- 13.4 The PURCHASER'S right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER'S country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER'S representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER'S representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER'S cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 Inspection & Rejection of Materials by consignees:
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location



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where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of SELLER'S time schedule shall be sent to PURCHASER.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/ Monthly Report

- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.2.4 PURCHASER'S /CONSULTANT'S representatives shall have the right to inspect SELLER'S premises with a view to evaluating the actual progress of work on the basis of SELLER'S time schedule documentation.
- 14.2.5 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.2.6 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/ CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/ CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by



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PURCHASER/ CONSULTANT, the PURCHASER/ CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER'S hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER'S risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/ CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/ CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15.0 DELIVERY & DOCUMENTS

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made :

- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
- c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/ CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article - 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.



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16.0 TRANSIT RISK INSURANCE

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

[The name and address-as mentioned under SCC]

17.0 TRANSPORTATION

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

18.0 INCIDENTAL SERVICES

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, startup operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the



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Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19.0 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

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

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

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

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

19.8 Lubricants

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



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19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20.0 GUARANTEE

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

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

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.



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- 20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER'S account.

21.0 TERMS OF PAYMENT

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER'S request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfilment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER'S bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER'S bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v. Unless otherwise specifically stated in bid document, all payments shall be made in the



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currency quoted.

- vi. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii. In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
- viii. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22.0 PRICES

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

23.0 SUBLETTING & ASSIGNMENT

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

24.0 TIME AS ESSENCE OF CONTRACT

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

25.0 DELAYS IN THE SELLER'S PERFORMANCE

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

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

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable,



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without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

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

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

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

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

27.0 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

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

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER'S cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the



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amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28.0 TERMINATION OF CONTRACT

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by M/s Bhagyanagar Gas Ltd against any type of tender nor their offer will be considered by BGL against any ongoing tender (s) where contract between BGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by M/s Bhagyanagar Gas Ltd to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER'S convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER'S receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT



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terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and/or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29.0 FORCE MAJEURE

29.1 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
- e) delays the execution of the Contract by the SELLER.

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

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

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

30.0 RESOLUTION OF DISPUTES / ARBITRATION

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

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

30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where



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

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

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

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

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

31.0 GOVERNING LANGUAGE

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

32.0 NOTICES

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

33.0 TAXES & DUTIES

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



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on finished products shall be reimbursed by PURCHASER.

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

34.0 BOOKS & RECORDS

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

35.0 PERMITS & CERTIFICATES

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

36.0 GENERAL

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



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the SELLER or relieve the SELLER of his obligation for the due fulfilment of the CONTRACT.

36.5 Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.

37.0 IMPORT LICENSE

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

38.0 FALL CLAUSE

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

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

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

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

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

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



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the supplier.

39.0 PUBLICITY & ADVERTISING

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

40.0 REPEAT ORDER

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

41.0 LIMITATION OF LIABILITY

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



SPECIAL CONDITIONS OF CONTRACT (SCC)



SECTION-IV SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)



SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 DEFINITIONS AND INTERPRETATION

The following articles shall supplement the Instruction to Bidders and General Conditions of Contract. In Case of any conflict between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail to the extent of repugnancy.

In addition to meaning ascribed to certain capitalized terms in Section III —GCC - GOODS, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III —GCC - GOODS, the meaning ascribed to such term hereunder shall prevail.

1.1 Definitions

Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB. Effective Date shall mean the date on which Seller's obligations will commence and that will be date of Fax of Acceptance (FOA)/ Letter of Acceptance (LOA).

Warehouse / Dump Yard / Dump site / Storage Yards shall mean a placed hired /owned by Supplier at Employer / Purchaser / Consultant specified location for the purpose of storing the pipe and delivering the pipe.

1.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

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

1.4 All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

1.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as Purchaser/Consultant's' obligation to the extent the context so means/ requires.

1.7 **Clause related to steel source:**

To ensure the timely execution of the contract, order/s for supply of steel plate/coil/Billets etc. needs to be placed in time. Successful vendor will ensure placement of order for procurement of steel plate/coil/etc. within the 45 days from the date of notification of award and will submit a copy of order/LC copy in support of the same. Failure in submitting the documents within the stipulated



SPECIAL CONDITIONS OF CONTRACT (SCC)



period shall be treated as non-fulfillment of contractual obligations and the same shall be dealt as per provisions of tender in this regard.

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

- (a) Contract Agreement
- (b) Detailed Letter of Acceptance along with Statement of Agreed Variations.
- (c) Fax / Letter of Intent / Fax of Acceptance.
- (d) Price Schedule / Schedule of Rates as enclosures to Letter of Acceptance
- (e) Job / Particular Specifications
- (f) Drawings
- (g) Technical / Material Specifications
- (h) Instruction to Bidders
- (i) Special Conditions of Contract
- (j) General Conditions of Contract
- (k) Indian Standards
- (l) Other applicable Standards

2.0 SELLER'S SCOPE (GCC - GOODS CLAUSE NO. 5.0)

Scope of Supply shall be as per clause no. 3.0 of IFB.

3.0 PACKING, MARKING AND SHIPMENT

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

4.0 DELIVERY PERIOD

4.1 The supply of Line Pipe shall be completed as per Clause no. 4.0 of IFB of this bid document.

4.2 The date of receipt of materials at storage yard shall be considered as date of delivery.

4.3 Delivery of Line Pipe shall be on the basis of receipt and acceptance by BGL at BGL Warehouse at Hyderabad Final Delivery address will be intimated to the successful bidder.

4.3.1 Failing to meet delivery schedule will be subject to Price Reduction and /or other remedies available to the Purchaser in Bidding Documents.

4.3.2 Price reduction Schedule (PRS) shall be applicable as per Clause 15.0 of SCC below.



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4.3.3 Delivery period as detailed in Clause 4.1 of SCC, shall be the essence of Agreement and no variation shall be permitted.

4.3.4 The delivery period shall be reckoned from the date of Fax of Acceptance.

5.0 DISPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

5.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6.0 INDEPENDENT SELLER

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

7.0 LIEN

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

8.0 RECOVERY OF CUSTOM DUTY AND GOODS & SERVICE TAX (GST)

8.1 In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery) such amount will be recovered from any bill of the Supplier, immediately on enforcement of such variation, under intimation to the Supplier.

9.0 REJECTION

9.1 Any material/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

9.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

10.0 LIMITATION OF LIABILITY

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



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11.0 INSURANCE

- 11.1 Supplier shall, at his own expense arrange, secure and maintain insurance as may be necessary with reputable insurance companies to the satisfaction of the Purchaser. Bidder's failure in this regard shall not relieve him of any of this responsibilities and obligations under Contract.
- 11.2 Purchaser will be co-insured in the Policy.
- 11.3 Any damage or loss or short receipt noted by the Purchaser on receipt of material at Warehouse or at the time of taking delivery at Warehouse, as the case may be, the Purchaser might immediately inform the Supplier through e-mail/ fax/ letter. The documentary evidence shall be forwarded to Supplier in due course.
- 11.4 The Supplier shall take immediate step to lodge claims with its insurer and arrange to make good or immediate replacement of damaged/ lost/ short receipt material without waiting for insurance claim settlement.
- 11.5 In case the damage is repairable and carried out by the Purchaser to save time, the Supplier will reimburse the cost of repair, immediately on demand.

12.0 PURCHASER'S INSURANCE AGENT:

GCC Clause no. 16.3 has been modified as below:

All types of insurance are under vendor /supplier scope.

13.0 GOVERNING LAW

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

14.0 PURCHASER'S RIGHTS AND REMEDIES

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

15.0 GUARANTEE / WARRANTY

- 15.1 In partial modification to GCC-Goods Clause 20.0, Guarantee / Warranty shall be Twenty Four (24) months starting from the date of receipt of last Line Pipe at storage yard.
- 15.2 Further 2nd para of GCC-Goods Clause 20.1 is modified as — If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to Twelve (12) months from the date of commissioning of the equipment or Twenty Four (24) months from the date of last shipment whichever is earlier, first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the forgoing guarantees.



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16.0 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY

Clause 26.0 of GCC shall stand modified to the following extent:

16.1 In case of delay in delivery as given in delivery schedule for respective item as specified in Clause 4 of SCC, the contract price shall be reduced by ½% (half percent) of the total price of undelivered quantity for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total Contract Price.

16.2 The value referred in PRS Clause is excluding taxes and duties.

16.3 As mentioned in GCC, in case delay in supply, supplier will raise invoice for reduced value as per above Price Reduction Clause. If supplier has raised the invoice for full value, then supplier will issue Credit Note towards the applicable PRS amount.

In case supplier fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BGL will release the payment to supplier after effecting the PRS clause.

In the event of any financial implication arises on BGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier.

17.0 TERMS OF PAYMENT

17.1 Supply of Coated Line Pipes:

17.1.1 70% of item value along with 100 % GST of invoiced value will be paid progressively after dispatch of line pipes to warehouse / storage yard against submission of invoice in triplicate as per GST Act duly certified by PMC/EIC, enclosing following:

- i) Inspection release note by Purchaser/Consultant.
- ii) Packing List
- iii) Indemnity bond for the total price of delivered items as per the format provided in the bidding document
- iv) Confirmation on Adequacy of Insurance Coverage as per clause no. 11 of SCC-Goods
- v) A undertaking to be submitted by Vendor confirming the filling of GST Returns as per GST Act (i.e. GSTR-1 and GSTR-3B). In case of noncompliance of the same, the vendor will be held responsible for any consequential liability to the Authority.

17.1.2 25% of Invoice value will be paid progressively against receipt of pipes at warehouse/ storage yard by Purchaser / Consultant after adjustment against monthly PRS and against submission of invoice in triplicate along with:

- i) PMC/BGL certified documents in support of receipt of pipes at warehouse.

17.1.3 Balance 5% amount of the invoice value for item shall be paid progressively within 30 days after receipt of final technical document (if any) as specified in the PR/tender document.

17.1.4 The Supplier shall raise invoices on fortnightly basis after adjustment against PRS.

17.1.5 The payments to the Supplier will be released within a period of 15 days from the date of receipt of the complete invoice duly certified by Purchaser/Consultant as per the terms and conditions of the Contract.

17.2 The Invoice shall be made after adjusting the following:



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17.1.6 PRS pursuant to GCC – Goods clause 26.0, SCC-Goods Clause 16 if applicable.

Notes: Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BGL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BGL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BGL.

18.0 MODE OF PAYMENT

18.1 Payment will be released through E-payment as detailed in ITB.

Taxes & duties (GST) shall be paid in Indian Rupees only. For reimbursement of taxes & duties the currency exchange rate as mentioned in GST Invoice shall be considered.

The INVOICE shall be raised in favour of OIC, BGL (work center) to be informed at the time of placement of order.

19.0 DEDUCTION AT SOURCE

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

19.2 Purchaser will release payments to the Seller after offsetting all dues to the Purchaser payable by the Seller under the Contract.

Notes:- All Invoices shall be raised in line with the GST Act/rules in vogue.

20.0 PAYING AUTHORITY

General Manager (F&A),
Bhagyanagar Gas Limited,
2nd Floor, Parishram Bhavan,
TSIDC Building, Basheer Bagh,
Hyderabad-500 004

21.0 INVOICES

21.1 The invoice shall be raised in favour of OIC, BGL (work centre) to be informed at the time of placement of order.

22.0 CONSIGNEE ADDRESS

22.1 Consignee address with GST details will be mentioned in Purchase Orders.

23.0 REPEAT ORDER

23.1 Repeat Order shall be applicable upto 20% of the ordered quantity within contractual delivery date or Three (03) months from the date FOA whichever expires first.

24.0 QUALITY ASSURANCE/QUALITY CONTROL

24.1 The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.



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24.2 The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

24.3 The Purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

25.0 PERFORMANCE EVALUATION

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

26.0 RECOVERY ON FAILURE OF PIPE UNDER FIELD HYDRO TEST

26.1 Price reduction schedule on failure of pipe under field hydrotest and/ or during guarantee/ warranty period and/ or defect liability period as applicable shall be as follows:

20.1.1 Pursuant to General Conditions of Contract, owner shall be reimbursed by the successful bidders for any pipe supplied against this order that fails under field hydrostatic test and/ or during guarantee/ warranty period and/ or defect liability period as applicable, if such failure is caused by a defect in pipes which is outside the acceptance limits of the specifications. The reimbursement cost will be the landed cost of the defective pipes including all cost incurred upto delivery thereof at site and shall also include but not limited to cost of all duties, freight, insurance, labour, material, charges for cutting, removing, re-coating, replacement and relaying of defective pipeline including cost of incidental activities as well as losses suffered by BGL. The recovery cost shall be calculated at actual but will be subject to the minimum values given below. Recovery shall be applied on the actual or minimum pre-determined rate, whichever is higher. The minimum pre-determined rate shall not need any justifications. The minimum pre-determined reimbursement cost of each pipe @ Rs. 20,00,000 (Rupees Twenty Lakhs only).

The above cost shall be for each pipe, payable by the supplier to the Owner on demand without necessity of any proof of replacement/ reimbursement cost. Further, in case, the amount payable by the supplier to BGL become more than what can be adjusted through price reduction, BGL may recover at its discretion through deduction from any payment due or becomes due to the supplier or by en-cashing the Bank Guarantee(s) furnished by supplier, the unrecovered part of such payment will be paid by the supplier to BGL within 15 days of date of notification by BGL to him.

In the event of conflict between the stipulations of this article and anything contained in the Technical Specification (Material Requisition), the stipulations of this article shall govern.

Necessary tests to establish cause of failure of pipes shall be carried out at Welding Research Institute, Trichi, India and shall be binding on the both BGL and the pipe supplier.

27.0 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

GCC Clause no. 12.1 has been modified as below:

27.1 Contract performance Security / Security Deposit (CPS earlier known as CPBG) shall be submitted within 30 days of the receipt of the notification of award/ FOA/ LOA from BGL, the successful Bidder shall furnish the CPS equivalent to **5%** of the total order value (exclusive of all taxes, duties). The



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CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be denominated in the currency of the Contract for the amount as applicable. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

- 27.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of GST (CGST & SGST/UTGST or IGST). Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Cooperative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in bid document.
- 27.3 The CPS shall be denominated in the currency of the CONTRACT.
- 27.4 The CPS shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The CPS will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT. CPS will also have 30 days claim period beyond expiry date.
- 27.5 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 27.6 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 27.7 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BGL.
- 27.8 The successful bidder can also submit the SD/CPG through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA/ LOA.
- 27.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/ Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.



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

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

Account Number: **000805017218**

IFSC Code: **ICIC0000008**

Other details: Khairatabad, Hyderabad

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

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

28.0 FALL CLAUSE

28.1 Fall Clause - Clause 38 of GCC – Goods shall not be applicable for this tender.

29.0 FAILURE AND TERMINATION

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

- a) Recover from the vendor/seller an agreed amount towards Price Reduction Schedule as defined in clause no. 15 of SCC.
- b) Purchase or authorize the purchase elsewhere on the account and at the risk of the seller, of the materials not so delivered or others of a similar description, by serving prior notice to the seller/supplier without cancelling the contract in respect of the instalment not yet due for delivery;

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



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Bhagyanagar Gas Limited

security deposit from the firm, on whom the contract, is placed, at the risk and expenses of the defaulting firm.

- d) Where action is taken under sub-clause (b) or sub clause (c) above, the seller shall be liable for any loss which the purchaser may sustain on that account, provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the materials within six months from the date of such failure and in case repudiation of the contract within six months from the date of cancellation of contract. The seller shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be at the entire discretion of the purchaser. It shall be necessary for the purchaser to give a notice of such purchase to the seller.
- e) It may further be noted that clause (a) above provides for recovery of PRS on the cost of contract price of delayed supplies thus accrued amount will be recovered by the paying authorities of the purchaser specified in the supply order, from the bill for payment of the cost of the materials submitted by the vendor/seller in accordance with terms of supply order, or otherwise.
- f) Notwithstanding anything stated above, equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and material will be considered as delayed until such time all the missing parts are also delivered.

30.0 DEPLOYMENT OF TRAILER BY OWNER / CONSULTANT

30.1 In case Line Pipe supplier fails to transport Line Pipe as per the Contractual Delivery Schedule on pro-rata basis, then in such case, Owner / Consultant reserves the right to arrange transportation of pipes at the risk and cost of the Line Pipe supplier. Accordingly, transportation charges along with administrative expenses @ 10% on the transportation charges incurred by owner/consultant shall be recovered from the supplier. Further, Supplier shall be obliged to meet all contractual obligations like loading, unloading, repair of transit damages, stacking, Price Reduction Schedule (PRS) etc, as these would have been applicable otherwise. In no circumstance, supplier, shall get relieved from the responsibility /obligation of the contract.

31.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- A.) General Manager (Project)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Bhavan, TSIDC Building,
Basheer Bagh, Hyderabad



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B.) Manager (C&P)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Bhavan, TSIDC Building,
Basheer Bagh, Hyderabad

32.0 CORRESPONDING ADDRESS

32.1 PURCHASER:

Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004
Contact Person: Mr. Pradeep Kumar Yadav
Telephone: +91 7531075337
Email: pradeep.yadav@bglgas.com

32.2 CONSULTANTS:

VCS Quality Services Pvt. Ltd.
Unit no. 1116 - 1121, Tower 4, 11th Floor,
Assotech Business Cresterra, Plot No. 22, Sector-135, Expressway Noida-201301, U.P
Telephone: +91 8595073057/ 8076548002/ 8010489356/ 9034159430
Email: ahtesham.ansari@vcsprojects.com; rachna.shukla@vcsprojects.com;
rajesh.sharma@vcsprojects.com, sachin.singh@vcsprojects.com; nidhi.kumari@vcsprojects.com



FORMS & FORMATS



SECTION - V FORMS & FORMATS



FORMS & FORMATS



AGREED TERMS & CONDITIONS

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. No.	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.	
4.	Rate of applicable GST (CGST & SGST/UTGST or IGST)	CGST: % Plus SGST/UTGST:% Total:% Or IGST:..... %
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: BGL:.....%



FORMS & FORMATS



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ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

SI. No.	DESCRIPTION	BIDDER'S CONFIRMATION
		Bidder:.....%
4.2	Service Accounting Codes (SAC)/Harmonized System of Nomenclature (HSN) code	
4.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 15.10 of ITB	CONFIRMED
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	CONFIRMED
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	CONFIRMED
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance/ Letter of Acceptance.	CONFIRMED
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	CONFIRMED
10.	a) Confirm acceptance of all terms and conditions of Bid	CONFIRMED



FORMS & FORMATS



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.

SI. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	CONFIRMED
12.	Confirm that scanned copy of the EMD/Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier [Note: Submission of original is not applicable for online banking transaction].	CONFIRMED
13.	Please furnish EMD/Bid Security details : (if applicable) a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	CONFIRMED
15.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	CONFIRMED
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BGL or his relative is not a partner.	CONFIRMED
17.	All correspondence must be in ENGLISH language only.	CONFIRMED
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	CONFIRMED
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	CONFIRMED



FORMS & FORMATS



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.

SI. No.	DESCRIPTION	BIDDER'S CONFIRMATION
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 22.0 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
23.	Please confirm whether you are MSME and if so then you have submitted Documentary evidence that you are a Micro, Small and Medium Enterprises.	

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



FORMS & FORMATS



Form 1 BIDDER'S GENERAL INFORMATION

(Information must be provided on bidder's letterhead)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN _____

1-4 Operation Address
(If different from above): _____

City _____ District _____

State _____ PIN _____

1-5 Telephone Number: _____
(Area Code) (Telephone Number)

1-6 Mobile Number, if any _____

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____
(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details} _____

1-11 Bank's Name : _____

1-12 Bank's Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____

1-15 IFSC Code: _____



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1-16 MICR Code: _____

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: _____

1-18 If others, please specify _____

1-19 **Details of Directors/ Proprietors/ Partners** _____

(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.

1-20 PAN No.: _____

1-21 EPF No.: _____

1-22 GST Registration no.
(If registered) _____

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
 - a. PAN card copy
 - b. GST certificate copy (of the same state as the office address mentioned above)
 - c. Cancelled cheque of the bank account mentioned above



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Form 2 DEVIATION FORM (On Bidder's letter head)

To,

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

SUB: TENDER DOCUMENT FOR _____

BID DOCUMENT NO. :

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

Sl. No.	Cl. No.	Page No. Tender Document	Deviation	Reason for deviation

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

NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....

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

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

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



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Form-3

Format for Undertaking from TPIA (on TPIA letter head duly stamped & signed)

Ref :

Date :

To,

Bhagyanagar Gas Ltd.

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

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: Tender No.For.....

M/s.....having registered office at..... intend to participate in above referred tender of M/s Bhagyanagar Gas Ltd. having registered office at Parisrama Bhawan, Bassherbagh, Hyderabad.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copied of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.



FORMS & FORMATS



Form-4
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT*
(For supply of Goods/Works/Services)

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

ANNUAL TURN OVER OF LAST 3 YEARS:

Year	Amount(Currency)
Year1: 20__ - __	
Year2: 20__ - __	
Year3: 20__ - __	
Average Annual Turnover for last three	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year 20__ - __
	Amount(Currency)
1. Currency Assets	
2. Current liabilities	
3. Working capital (Current assets-current liabilities)	
4. Net worth (Paid up share capital and free reserves & surplus)	

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation: Seal:

Membership No.
UDIN No.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personal being considered as non-responsive.
3. for the purpose of this Tender document (i) Annual Turnover shall be "Sale value/ Operating income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paidup share capital and Free reserves & Surplus".

(SIGNATURE OF BIDDER WITH SEAL)



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Form-5
DECLARATION
(On Bidder's letter head)

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad- 500 004

We confirm and declare that we are not under any liquidation, court receiver ship or similar proceedings.

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.

SEAL AND SIGNATURE OF BIDDER



FORMS & FORMATS



Form-6 BID FORM (On Bidder's letter head)

Ref. No.

Date:

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004

Sub: Bid Document no.for.....

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank /DD in a sum not less than 5 % total order value (excluding Taxes & Duties) for the due Performance of the Contract.

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

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

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

Dated Day of 20.....

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:



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Form-7

Details of litigation (on Bidder's letter head)

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.



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Form-8

BID BOND PROFORMA / PROFORMA FOR EMD

Ref :
Date:

Bank Guarantee no:

To

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

TENDER NO. _____ FOR SUPPLY OF _____

Whereas..... (hereinafter called "the Bidder") has submitted his bid dated for the supply of (hereinafter called "the Bid") against Bid Document No..... KNOW ALL MEN by these presents that WE (BANK) of having our registered office at (herein after called "the Bank") are bound unto Bhagyanagar Gas Limited (hereinafter called "the OWNER") in the sum of (Refer for which payment will and truly to be made to the said OWNER, the BANK binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said BANK this day of 20....

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:



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Form-9

FORMAT FOR BIDDER'S PRE-BID QUERIES

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad

Subject: Tender No. for

Sl. No.	Reference of Bidding Document				Bidder's Query
	Sec No.	Page No.	Clause No.	Description	

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



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FORM -10

BANK MANDATE FORM

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

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism
_____ (Signature and designation of the Authorized person(s) of Bidder

Official seal of the Bidder's Place:

Date :

BANK CERTIFICATION

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

Place :

Date :

Signature of the Authorized Official of the Bank Stamp



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FORM – 11

EMD / BID SECURITY - EXEMPTION

(On Statutory Auditor / Chartered Accountant (CA) Letterhead as given in IFB Section for MSE - EMD Exemption)

Date: _____

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit _____ pertaining to M/s _____ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s _____ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s _____ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s _____ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

(Membership No. of CA along with certification / stamp)



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Form - 12

UNDERTAKING ON LETTERHEAD REGARDING BIDDER SHARING BORDER WITH INDIA

To,

M/s. Bhagyanagar Gas Limited

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.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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Form-12-A

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,
M/s BHAGYANAGAR GAS LTD.
HYDERABAD

SUB: TENDER DOCUMENT FOR

Dear Sir,

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

Does not have ToT with such a country []

If having ToT from such a country, has been registered []
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

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

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils 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:



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Annexure - 1

DECLARATION OF BID SECURITY / EMD

To

BHAGYANAGAR GAS LIMITED

Subject:

Tender No:

Dear Sir

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

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

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

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

Place:

Signature of Authorize Signatory of bidder

Date:

Name:

Destination:

Seal:



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Annexure - 2

**FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE**
(To be provided on Bank's letter head)

Date:

To,

M/s. Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad-500 004

Dear Sir,

Certified that M/s _____ (Name of the bidder with detailed address) is an existing customer of our Bank whose SB/Current Account No. _____. It is confirmed that against Tender No. _____ dated _____ 2024 for " _____ " (job description as per tender document), M/s _____ (Name of the Bank with address) confirms availability of line of credit to M/s _____ (Name of the Bidder) for at least an amount of Rs./ USD _____ (i.e. minimum working capital requirement as per BEC, Commercial Volume)

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

Yours truly

For

(Authorized Signatory)

Name of the Signatory:

Designation:

Registration No.

Stamp of Bank

Signature of Bidder

Name of Bidder:

Designation:

Seal:

Annexure-3



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UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

(to be submitted on letter head along with documents for release of payment)

To,
M/s BHAGYANAGAR Gas Limited

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant)
hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above). In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice(s) issued without following this process, such invoice cannot be processed for payment by BGL. as no Input Tax Credit (ITC) is allowed on such invoices. We also confirm that If input tax credit is not available to BGL. for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then BGL. shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:



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Form-13

INTEGRITY PACT

INTRODUCTION:

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

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices. The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

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

I. COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II. VIOLATIONS & CONSEQUENCES:



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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently -----)-
Email -----) in GAIL or directly with the IEMs on the panel or IEM c/o Vigilance Officer, Bhagyanagar Gas Ltd, 2nd Floor, Parisrama Bhavan, TSIDC Building, Basheerbagh, Hyderabad –4



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

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



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- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

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



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Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, BGL.



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3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the C&MD/MD, BGL within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations..
7. If the Monitor has reported to the C&MD/MD, BGL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, BGL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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.



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(Name & Designation)

(Name & Designation)

For the Principal

For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

Note:

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



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TECHNO-COMMERCIAL INFORMATION

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as “attached”, “enclosed”, “submitted” or other such terms alone should be avoided.

Bidder Organization Name		
Sr. No.	Requirement	Response
General Information		
1	Date of incorporation of company	
2	Company Address(es) in India	
3	No. of years in business	
4	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
5	Details of Directors / Proprietors / Partners	
6	Phone no. of contact person	
7	Email ID of contact person	
8	GST registration number	
Technical BEC		
	As per clause no. 8.1 of IFB	Agree
Details in support of Technical BEC		
	As per clause no. 8.3 of IFB	
Financial BEC		
1	Bidder's turnover for preceding financial year (INR).	
2	Bidder's turnover for second to last preceding financial year (mention in INR).	
3	Bidder's turnover for third to last preceding financial year (mention in INR)	
4	Bidder's net worth for preceding financial year (mention in INR). Should be positive.	
5	Bidder's working capital for preceding financial year (mention in INR).	



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Commercial Terms and Conditions		
1	Bidder accepts to keep the bid valid for a period of 90 days from the date of opening of techno-commercial bid	Agree
2	Details of EMD submitted against the tender (Ref. no. and date of DD/BG/Banker's Cheque/ Online transaction, or MSE's certificate details along with Annexure-1 in case of exemption)
3	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
4	Price quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
5	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
6	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
7	Bidder accepts the contractual validity period as per tender	Agree
8	Bidder accepts the terms of payment as per tender	Agree
9	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
10	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
11	Bidder accepts the General / Special / Technical Terms & Conditions of the tender	Agree
12	Bidder accepts all statutory compliances against tender	Agree
13	Bidder has read and accepts the tender document in toto	Agree
14	Any deviation from the tender document sought by the bidder is listed separately in Form- 2 only	Agree
15	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

NOTE: Bidder have to submit the unpriced SOR marked "Quoted/ Unquoted" provided in the tender documents along with bid.



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DOCUMENTS TO BE CHECKED AGAINST BEC

Criteria	Verification Document
Technical BEC	
As per clause no. 8.1 of IFB	As per clause no. 8.3 IFB
Financial BEC	
As per clause no. 8.2 of IFB	As per clause no. 8.3 IFB



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DOCUMENTS TO BE UPLOADED ON e-Tender PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2 Deviation Form	Deviation Form as per appended format
4.	Form 3	Format for Undertaking from TPIA
5.	Form 4 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
6.	Annxure-2	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
7.	Form 5	Bidder to confirm (declare) that bidder is not been put on Holiday by BGL/GAIL/HPCL or not banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking.
8.	Form 6	Bid Form
9.	Form 7	Details of litigation if any
10.	Form 8	Bid Bond Proforma / Proforma for EMD
11.	Form 10	Bank Mandate Form
12.	Form 11	EMD / Bid Security – EXEMPTION (If Applicable)
13.	Form 12	Undertaking on Letterhead Regarding Bidder Sharing Border With India
14.	Form 12-A	UNDERTAKING ON LETTERHEAD (Applicable in case of Transfer of Technology cases only)
15.	Form 13	Integrity Pact, if applicable
16.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 5



SCHEDULE OF RATES (SOR)



SECTION - VI

SCHEDULE OF RATES (SOR)

Attached Below



Bhagyanagar Gas Limited

SECTION - VII
OTHER FORMS APPLICABLE AFTER AWARD



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

Ref: Bank Guarantee No.....
Date.....

To

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 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 / guarantee/ warantee) 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____ .

We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before -----."(1 month beyond expiry date.)

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)



Bhagyanagar Gas Limited

..... (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.
- 3 Bidder can submit CPBG on line through issuing bank to Bhagyanagar 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.