

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-05-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-05-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Contract & Procurement
Organisation Name/संगठन का नाम	Bengal Gas Company Limited
Office Name/कार्यालय का नाम	Kolkata
क्रैता ईमेल/Buyer Email	buyer12.gil.up@gembuyer.in
Total Quantity/कुल मात्रा	800000
Item Category/मद केटेगरी	90MM MDPE PIPE , 63MM MDPE PIPE , 32MM MDPE PIPE
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	32MM MDPE PIPE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Waste Pipe, Pipe saddles, Pipe Clips, Pipe Cutter, High Strength Deformed Steel Bars and Wires for Concrete Reinforcement (V2) ISI marked to IS 1786, Steel Pipes for Water and Sewage as per IS 3589, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Cross - Over Pipe for Line Pipe Casing Pipe (Petroleum Industry), Check Valve (V2) as per IS 778, Copper Nickel Pipe
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	90MM MDPE PIPE
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	388822
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	573976
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	203243

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service

Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

MANAGER

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for

compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-04-2025 14:00:00	Virtual Mode through MS -Teams Meeting ID: 410 300 234 453 2 Passcode: Hz9qJ7Fg

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	90mm Mdpe Pipe	100000
Schedule 2	63mm Mdpe Pipe	300000
Schedule 3	32mm Mdpe Pipe	400000

90MM MDPE PIPE (100000 meter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Somnath Das	700161,1st Floor, Block A, Finance Centre, CBD Action Area - II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India,700161	100000	730

63MM MDPE PIPE (300000 meter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Somnath Das	700161,1st Floor, Block A, Finance Centre, CBD Action Area - II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India,700161	300000	730

32MM MDPE PIPE (400000 meter)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Somnath Das	700161,1st Floor, Block A, Finance Centre, CBD Action Area - II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India,700161	400000	730

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

In the event that terms and conditions stipulated in the GeM Bid Document deviate from terms and conditions stipulated in the ATC document , the ATC document shall prevail.

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2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



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



बंगाल गैस कंपनी लिमिटेड

(गेल एवम जीसीजीएससीएल का संयुक्त उद्यम)

सी आई एन : U40300WB2019GOI229618

पहला तल, ब्लॉक - ए, वित्त केंद्र, सी बी डी, एक्शन एरिया -II बी, न्यू टाउन, कोलकाता -700161

Bengal Gas Company Limited

(A JV of GAIL and GCGSCL)

CIN: U40300WB2019GOI229618

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

TENDER DOCUMENT FOR

**PROCUREMENT OF MDPE PIPELINES FOR LMC WORK FOR CGD PROJECT OF
KOLKATA -GA ON TWO YEARS ANNUAL RATE CONTRACT (ARC)**

GEM BIDDING DOCUMENT NO: [GEM/2025/B/6130634](#)

TENDER THROUGH GEM-PORTAL

Contact Person:

- Shri B Sonowal, Head (C&P)
Ph.: 033 23248161, Email: hodcnp@bgcl.co.in





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

CONTENT OF BIDDING DOCUMENT

SL. NO.	SECTION(S)	DESCRIPTION
1	SECTION-I	INVITATION FOR BID (IFB) CUT-OUT SLIPS
2	SECTION-II	BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY
3	SECTION-III	INSTRUCTION TO BIDDER(ITB) [INCLUDING ANNEXURES AND FORMS & FORMATS]
4	SECTION-IV	GENERAL CONDITON OF CONTRACT(GCC)
5	SECTION-V	SCOPE OF WORK (SOW)
6	SECTION-VI	SPECIAL CONDITIONS OF CONTRACT (SCC)
7	SECTION-VII	SCHEDULE OF RATES (SOR)/PRICE SCHEDULE



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

SECTION-I

INVITATION FOR BID (IFB)



SECTION-I

“INVITATION FOR BID (IFB)”

Ref No: [GEM/2025/B/6130634](#)

Date: 10.04.2025

To,

[PROSPECTIVE BIDDERS]

SUB: PROCUREMENT OF MDPE PIPELINES FOR LMC WORK FOR CGD PROJECT OF KOLKATA -GA ON TWO YEARS ANNUAL RATE CONTRACT (ARC)

Dear Sir/Madam,

1.0 Bengal Gas Company Limited, Kolkata [having Registered Office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161] CIN: U40300WB2019GOI229618 invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	PROCUREMENT OF MDPE PIPELINES FOR LMC WORK FOR CGD PROJECT OF KOLKATA -GA ON TWO YEARS ANNUAL RATE CONTRACT (ARC).		
(B)	GEM BID NO. & DATE	GEM/2025/B/6130634 DATE 10.04.2025		
(C)	CONTRACTUAL DELIVERY DATE	SIZE of PE Pipes (in MM)	Lot-1 (Qty. in Meter)	Subsequent lots (Qty. in Meter)
		Dia. 90 mm	12 weeks from FOA,- 10% of ordered qty	12 Weeks from the date of Written intimation/Release order- As per Requirement. Min 1 month time gap shall be provided in between two release orders.
		Dia. 63 mm		
		Dia. 32 mm		
D)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>	
		NOT APPLICABLE	<input type="checkbox"/>	
		Item Description	EMD/ Bid Security Amount (Rs.)	
		1 (90 mm)	3,88,822	



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

		<table><tr><td>2 (63mm)</td><td>5,73,976</td></tr><tr><td>3 (32 mm)</td><td>2,03,243</td></tr></table> <p>Note: In case bidder quotes for more than one item, the requirement of bid security amount shall be on cumulative basis for the quoted items. In case of short fall in submitted bid security, complete offer shall be liable for rejection.</p> <p>(Refer clause no.16 of ITB)</p>	2 (63mm)	5,73,976	3 (32 mm)	2,03,243
2 (63mm)	5,73,976					
3 (32 mm)	2,03,243					
(D1)	DECLARATION FOR BID SECURITY	All the Bidders are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.				
(E)	DATE, TIME & VENUE OF PRE-BID MEETING	Date: 17.04.2025 Time: 14:00 Hours Venue: Virtual Mode through MS –Teams and same may be joined through following link: Join on your computer, mobile app or room device Join the meeting now Meeting ID: 410 300 234 453 2 Passcode: Hz9qJ7Fg Download Teams Join on the web				
(F)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : B Sonowal Designation: Head (C&P) Phone No.: 033 2324 8161 e-mail : hodcnp@bgcl.co.in				
(G)	DEALING BGCL’S OFFICE ADDRESS	BENGAL GAS COMPANY LIMITED 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161 Phone: 033 2324 8161				

In case of the days specified above happens to be a holiday in BGCL, the next working day shall be implied w.r.t bid opening (mentioned in GeM bid) and pre-bid meeting etc.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading the bid on GeM portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in GeM portal by the bidder along with bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-II to Section-III]: -
 - i) EMD/Bid Security (if applicable)/Declaration for Bid Security
 - ii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.



- 6.0 Any bidder, who meets the Bid Evaluation Criteria and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM portal shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 9.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 11.0 This document shall be read in conjunction with GeM bid document no. GEM/2025/B/6130634.
- 12.0 **Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation of bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. BGCL’s decision in this regard shall be final.**
- 13.0 **As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**
- 14.0 **Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**



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

This is not an Order.

For & on behalf of
Bengal Gas Company Limited
(Authorized Signatory)

BHUBAN
SONOWAL

Digitally signed by
BHUBAN SONOWAL
Date: 2025.04.10 17:14:01
+05'30'

Name : B Sonowal
Designation : Head (C&P)
E-mail ID : hodcnp@bgcl.co.in
Contact No. : 033 2324 8161



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

DO NOT OPEN - THIS IS A QUOTATION

GeM Bid No. :

Description :

Due Date& Time :

From:

To:

.....
----------------	----------------

(To be pasted on the envelope containing Physical documents)

=====



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

SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY



SECTION-II

[A] BID EVALUATION CRITERIA-TECHNICAL

[A.1] The Bidder shall be a regular manufacturer of PE-100 Pipes used for natural gas service.

[A.2] The plant from which the quoted items are proposed to be supplied, should have the facilities of manufacturing PE pipes of natural gas services as per IS: 14885 (2022 Edition).

[A.3] Bidder must have supplied MDPE pipe of following dia. as per table given below in previous seven (07) years, reckoned from the final bid due date to qualify-

Item No.	SIZE of PE Pipes (in MM)	Unit	Minimum Quantity Requirement to Qualify (in Meter)
1.	Size (OD) mm-90 or higher dia, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 as per IS: 14885 or equivalent.	Meter	25000
2.	Size (OD) mm-63, or higher dia, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 as per IS: 14885 or equivalent.	Meter	75000
3.	Size (OD) mm-32, or higher dia, Grade of Material PE-100, Standard Dimensions Ratio (SDR)-11 as per IS: 14885 or equivalent.	Meter	100000

[A.3.1] For bidders quoting for single item:

The bidder should have manufactured and supplied minimum quantity as per the above table in a single order for the quoted item of same or higher diameter of PE Pipes of grade PE-100, SDR-11 as per IS: 14885 or equivalent.

[A.3.2] For bidders quoting for more than one item:

For Bidders quoting for more than one item, the BEC quantity (i.e. Minimum Quantity Requirement to Qualify) will be on cumulative basis as per above table either through a single order or order against each item quoted. Further the bidder qualifying for higher diameter/sizes will be considered qualified for lower sizes also in order from higher to lower pipe sizes, subject to meeting the cumulative quantity requirement.

Note:

(*) In case more than one contracts are emanating from one tender, all such individual contracts are to be considered as single contract for evaluation of credentials of the bidder for meeting their experience criteria.

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



- [A.4] In case, bidder is executing a rate contract of above nature which is still running and the executed quantity till one day prior to the due date of submission of bid is equal to or more than the minimum required quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted the required documents as per clause no. F (Sl. Nos. A.3 & A.4) issued by the end user / owner / authorized consultant.
- [A.5] A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for its' Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

[B] BID EVALUATION CRITERIA (BEC) – FINANCIAL

[B.1] AVERAGE ANNUAL TURNOVER

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

Item No.	Minimum Average Annual Turnover requirement (Rs.)
1 (90 mm)	97,20,545 /-
2 (63 mm)	1,43,49,390 /-
3 (32 mm)	50,81,080 /-

Note to B.1: Average Annual Turnover: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. Further, bidder has to submit F-10 accordingly.

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

[B.2] NET WORTH

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

Note to B.2: In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that



year will be considered as last financial year for Net worth calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. Further, bidder has to submit F-10 accordingly.

[B.3] WORKING CAPITAL

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

Item No.	Minimum Working Capital requirement (Rs.)
1 (90 mm)	19,44,109 /-
2 (63 mm)	28,69,878 /-
3 (32 mm)	10,16,216 /-

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

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their 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 original document for "Line of credit" should be submitted along with the other physical documents required as per tender conditions or in response to commercial query failing which bid shall be rejected.

[B.4] If a bidder quotes and qualifies technical BEC for more than one item, then the requirement of Average Annual Turnover and minimum working capital will be calculated on cumulative basis for the quoted and technical BEC qualifying items. The qualification of items shall be in order of sequence of items having higher Average Annual Financial Turnover requirement to lower Average Annual Financial Turnover requirement. Similarly, qualification for combination of items shall also be in the same order.

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

Not Applicable

[D] **General**

D.1 Joint Venture/Consortium bids are **not acceptable**.

D.2 A job executed by a bidder for its own plant / project cannot be considered as experience for



the purpose of meeting the BEC requirement of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory taxes in support of the job executed for the Subsidiary / Fellow subsidiary / Holding company. Such Bidder should submit these documents in addition to the documents specified to meet BEC.

- D.3** In case the bidder is executing a rate/ maintenance contract of above mentioned nature which is still running and the contract value executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value mentioned in the BEC (as mentioned above), such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user /client/ owner/authorized consultant (for issue such certificate).
- D.4** Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents related to the respective work order.
- D.5** Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BGCL for evaluation of Bid. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.

In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against BGCL query. Any information/ documents issued post final bid due date shall not be considered for evaluation.

- D.6** 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.

[E] Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

- (a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.
- (b) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:



<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

[F] Documents/Documentary Evidence required to be provided (upload in GeM-portal) by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC:

BEC Clause no.	Description	Documents required for qualification
A	Documents Required-Technical Criteria	
A.1	Factory registration certificate/ GST registration certificate/ NSIC certificate/ ISO certificate or any other document evidencing the bidder as manufacturer from authority.	
A.2	Copies of a) Valid certificate for bidder’s proposed established plant from such agencies as BIS etc. if any. b) Documentary proof such as relevant certificates, documents, etc. from which it can be established that the proposed manufacturing plant of PE pipes of natural gas services shall have the adequate facilities as per IS: 14885 (2022 Edition)	
A.3	Copies of purchase order along with its proof of execution i.e. execution certificate/ completion certification/ payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes as per IS: 14885 or equivalent in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order.	
A.4	a) Purchase Order / Work order along with/ without the quantity in a single order as detailed in BEC under rate contract. b) Bidder has to submit satisfactory execution certificate for the supplied quantity/payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order. The documents mentioned under Sl. No. A.3 above.	
A.5	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ a) Holding company.	
All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.		
B	Documents Required-Financial Criteria	



BEC Clause no.	Description	Documents required for qualification
B.1, B.2, B.3, & B.4	Average Annual Turn-over, Net Worth, Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (03) preceding Financial Year(s) along with un-price bid. Submitted Documents must be duly certified / attested by a Chartered Accountant and Notary Public with legible Stamp. Further, Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).
D	General	
D.2	Jobs executed for subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company.

[G] PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- 1 OM no. 7/10/2021-PPD (1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-division>

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

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

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



- 3 **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 4 **"Bidder from a country which shares a land border with India"** for the purpose of this:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
- 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—
 - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "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;
 - 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;
 - 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;
 - Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note:

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

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

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

9. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I-A.

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

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

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

[H] **BID EVALUATION METHODOLOGY:**



- (i) The price bid of only techno-commercially acceptable bidders shall be opened and will be considered for evaluation.
- (ii) A bidder may quote for all or any items (s) of the Price Schedule. Bidder quoting for any item shall have to quote for entire quantity of that item otherwise their bid will not be considered. Evaluation of the Price Bids shall be carried out on item wise (i.e. separately for items 1, 2 & 3) lowest cost to BGCL (L-1 offer) basis i.e. considering total quoted price for all components including GST as per schedules in GeM. Based on the evaluation of techno-commercially qualified bidders, the contract will be awarded to the item wise L-1 bidder.

If the bidder happens to be the lowest (L-1) bidder for more number of items in the Price Schedule and qualifies for lesser number of items in the Price Schedule, then the order shall be placed on “least cost to BGCL basis” for the number of Price Schedule items for which the bidder qualifies. The bidder ceases to be lowest bidder for the remaining item(s).

- (iii) In case of a tie at lowest bid (L-1) position between Two (02) or more bidders, the Tie-Breaker methodology available on GeM Portal shall be followed.
- (iv) Purchase preference of PPP-2012 & Purchase preference as per PPP-MII Policy shall be applicable. The contract shall be treated as ‘Non-divisible contract’ for application of Purchase preference.

The evaluated price of bidders shall include the following:

- (a) Unit Ex- works price quoted by the bidder (including packing, forwarding, Insurance, unloading, stacking and GST on components and raw materials) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable) and including inland transportation price upto Delivery location and other costs incidental to delivery of goods (inclusive of GST) -For supply items of MR/SOR.
- (b) Inland transportation price upto Delivery location and other costs incidental to delivery of goods (inclusive of GST) For the respective items (1,2,3,4 & 5)
- (c) Charges for incidental services.,if any as per MR/ SOR, including GST (CGST & SGST/UTGST or IGST) on these services.
- (d) Other loading, if any, as specified in Tender Document



UNDERTAKING ON LETTERHEAD

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD (1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance,
Government of India

(<https://doe.gov.in/procurement-policy-division>)

Dear Sir

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

- (i) 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 (✓) above).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

REF: OM No. 7/10/2021-PPD (1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance,
Government of India

(<https://doe.gov.in/procurement-policy-division>)

Dear Sir

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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



Schedule III

List of Sensitive Technologies:

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



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

SECTION-III

INSTRUCTION TO BIDDERS

(TO BE READ IN CONJUNCTION WITH

BIDDING DATA SHEET (BDS)



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by GAIL/BGCL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGCL or the Ministry of Petroleum and Natural Gas.

Bidders marked “Suspended” on GeM (but eligible as per BGCL’s Tender Document) will be evaluated as per terms & conditions of the Tender Document.

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGCL by the bidder.



It shall be the sole responsibility of the bidder to inform BGCL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (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.

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

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

2.7 **Power of Attorney:**

Power of Attorney (POA) to be issued by the bidder in favour of the 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).

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
- 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.

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

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BGCL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM CONSORTIUM"- NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the



Bidder has participated to be disqualified.

- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.
- Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.

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

- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

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

5 COST OF BIDDING

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



the outcome of the bidding process.

6 **SITE VISIT**

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

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Scope of Work
- Section-VI : Special Conditions of Contract [SCC]
- Section-VII : SOR (Schedule of Rates)

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

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

*** General Conditions of Contract – Procurement of Services is available under SECTION-IV.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.



8 CLARIFICATION OF TENDER DOCUMENT

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BGCL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

The Bid must be submitted on GeM-portal (<https://gem.gov.in>) as follows:-:

11.1.1 TECHNO-COMMERCIAL / UN-PRICED BID shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-5'
- (d) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'



- (e) Duly attested documents in accordance with the Section II Bid Evaluation Criteria (BEC) of Tender Document.
- (f) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (g) Copy of EMD /, Declaration for Bid Security as per provision of ITB
- (h) Undertaking as per *Form-I-A, Form-I-B & Form-II to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India.
- (i) All forms and Formats including Annexures.
- (j) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (k) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (l) Any other information/details required as per Bidding Document

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

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

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

- i) The Prices are to be submitted strictly as per the Price bid / Schedule of Rate (SOR) on GeM portal. BGCL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR 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 SOR and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the



bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 **BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole job /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 & duties including **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing order by BGCL.

- 12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special Conditions of Contract (“SCC”) or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.3 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.4 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, including **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 Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be



timely filed by 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, BGCL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BGCL that the Service Provider has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGCL to the government exchequer, then, that Contactor shall be put under Holiday list of BGCL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BGCL.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the 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 BGCL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to 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 BGCL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BGCL's account.

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

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where BGCL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BGCL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/BGCL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.



13.6 Where BGCL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

13.6.1 Owner/BGCL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including quoted GST (CGST & SGST/UTGST or IGST).

13.7 BGCL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 In case BGCL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be considered by bidder in the Price bid/SOR.

Where BGCL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGCL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BGCL or ITC with respect to such payments is not available to BGCL for any reason which is not attributable to BGCL, then BGCL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGCL to Service Provider / Supplier.

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

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

13.10 Anti-profiteering clause

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



- 13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BGCL. Further, in case rating of bidder is negative / black listed after award of work, then BGCL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BGCL.
- 13.12 GST, as included by the bidder in Price bid / SOR, shall be deemed as final and binding for the purpose of bid evaluation

In case a bidder includes “zero” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

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

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

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 13.14 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per



format **F-15** along with documents for release of payment.

13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGCL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.

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

16 **EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with earnest money deposit (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **'Demand Draft' / 'Banker's Cheque/ Online banking transaction / Insurance Surety Bond' / 'Fixed Deposit Receipt'** [in favour of **Bengal Gas Company Limited** payable at place mentioned in **BDS**] or **'Bank Guarantee'** as per the format given in form F-2 of the **Tender Document only**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee'** should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months.

Refer clause no 16.12 of ITB for detailed provisions in respect of EMD submission in the form of Fixed Deposit Receipt.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 BGCL shall not be liable to pay any documentation charges, Bank charges, commission,



interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by BGCL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond:

- (i) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits



prescribed in the certificate / Start Up scheme of DPIIT.

- (ii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- (iii) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- (iv) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).
- (v) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer Central/State PSUs.
- (vi) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

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

16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee (including e- bank guarantee)) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16.12 In case of submission of EMD in the form of FDR, the points mentioned below shall be applicable:

- (i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Bengal Gas Company Limited".



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

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

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

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. BGCL will verify the Fixed Deposit Receipt from issuing bank.

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

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

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

16A **DECLARATION FOR BID SECURITY**

Bidder (including MSEs, Startups) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

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

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder must submit their queries / clarifications to BGCL in the format "F-11", as mentioned at clause no. 8.0 of ITB.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.



- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGCL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGCL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BGCL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
 - (c) Documents as specified in Bid Evaluation Criteria (BEC).
 - (d) Specification & Scope of Work
 - (e) Schedule of Rates / Price Schedule / Price Basis
 - (f) Duration / Period of Contract/ Completion schedule



- (g) Period of Validity of Bid
- (h) Price Reduction Schedule
- (i) Contract Performance Security
- (j) Guarantee / Defect Liability Period
- (k) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (l) Force Majeure & Applicable Laws
- (m) Integrity Pact (if Applicable)
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid.

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

20 E-PAYMENT

Bengal Gas Company Limited has initiated payments to Service Providers electronically, and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2 BGCL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BGCL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal/ / communicated to the bidders.

23 LATE BIDS

- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.

- 23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the



specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

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

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

[E] – BID OPENING AND EVALUATION

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

25.1 BGCL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BGCL's action.

25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of BGCL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening:*



BGCL will open unpriced bids at the schedule date & time.

26.2 *Priced Bid Opening:*

26.2.1 BGCL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact BGCL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the Bidder to influence BGCL in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (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 / Bid Security Declaration
- (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-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.



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

30 CORRECTION OF ERRORS

Not Applicable

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

Refer BDS for tie-breaker criteria.



33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs), ~~Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc.~~ shall be allowed as per Government instructions in vogue, as applicable from time to time.

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

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

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

Bidders are advised to update their status on GeM portal to avoid any complications during evaluation.

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BGCL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BGCL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed GeM



Contract / Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BGCL may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BGCL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BGCL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6 **In addition to GeM Contract(s), BGCL may place Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from BGCL.**

37 — SIGNING OF AGREEMENT

- 37.1 ~~The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider~~

~~failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration.~~

~~However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).~~

- 37.2 ~~Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.~~

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

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BGCL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque



or Demand Draft (DD) or Insurance Surety Bond or Fixed Deposit Receipt [in favour of **Bengal Gas Company Limited** payable at place mentioned in **BDS**] or Bank Guarantee or online banking transaction or Letter of Credit (to be denominated in the currency of contract) and shall be in the currency of the Contract for the amount as applicable. Refer clause no 38.13 of ITB for detailed provisions in respect of CPS submission in the form of Fixed Deposit Receipt. However, there shall be no Contract Performance security / PBG requirement for contracts bid value up to Rs 5 Lakh.

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

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BGCL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BGCL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BGCL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate “**Security Deposit/ Contract Performance Guarantee against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)**” under remarks column of such transaction of respective bank portal. The



contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.”

- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of ‘remitter’/‘financer’ other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a **"No Claim Certificate"** is to be submitted by the supplier/vendor.
- 38.12 CPBG/SD/CPS shall be submitted within 30 days from the date of Award/FOA. **In case, BGCL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a. (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.**
- 38.13 **In case submission of CPS in the form of FDR, the points mentioned below shall be applicable:**

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

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

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

Here **Bank** means – Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect



should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. BGCL will verify the Fixed Deposit Receipt from issuing bank.

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

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

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

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Appendix-1 to Section-IV(GCC) of this tender document.

39.2 The Fraud Prevention Policy document is available on BGCL’s Website (www.bgcl.co.in) .

39.3 Name and contact details of nodal officer are mentioned in BDS.

39.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Service Provider/Bidders indulged in fraudulent/coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BGCL’s “Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices”, the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bengal Gas Company Limited., to such Service Providers/Bidders.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro



and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

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

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get



themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

- 40.4 If against an order placed by BGCL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the Bid Evaluation Criteria and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

- 40.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
- a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Procedure for Vendors Performance Evaluation shall be as per Appendix-2 to Section-IV (GCC) of this tender document.

These shall be in addition to penalty imposed by GeM for such irregularities.



43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

Payment of service provider shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND VENDOR GRIEVANCE PORTAL

~~During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, BGCL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer in Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS. In case issue is not resolved by above, Supplier may submit their issue(s) to Vendor Grievance Portal, which will be addressed by BGCL within 15 days. The Portal as available at www.bgcl.co.in~~



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

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

44.2 CONCILIATION AND ARBITRATION

Refer to Section-IV to General Conditions of Contract (GCC).

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

Refer to Section-IV to General Conditions of Contract (GCC).

46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

Not Applicable

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

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

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

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

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



document specified in Section -II. Further, the Startups are also exempted from submission of EMDs (if applicable).

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

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

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

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

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC /SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

53. ASSIGNMENT/SUBLET

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)- Services:



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

- i Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- ii Sub-contracting by the contractor without the approval of BGCL shall be a breach of contract, unless explicitly permitted in the contract.



ANNEXURE-II to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL													
ITB Clause	Description												
1.1	The Employer/Owner is: Bengal Gas Company Limited.												
	The name of the Services to be performed is PROCUREMENT OF MDPE PIPELINES FOR LMC WORK FOR CGD PROJECT OF KOLKATA -GA ON TWO YEARS ANNUAL RATE CONTRACT (ARC)												
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE												
B. BIDDING DOCUMENT													
ITB Clause	Description												
8.1	For clarification purposes only, the communication address is: Attention: B Sonowal Head (C&P) Bengal Gas Company Limited 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161 Email: hodcnp@bgcl.co.in Phone No.: 033 2324 8161												
C. PREPARATION OF BIDS													
ITB Clause	Description												
11.1.1 (I)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers.												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL												
12 & 13	Whether BGCL will be able to avail input tax credit in the instant tender <table border="1"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table> Details of Buyer: <table border="1"><tr><td>Services to be rendered at</td><td>Bengal Gas Company Limited 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161</td></tr><tr><td>PAN No.</td><td>AAICB1994M</td></tr><tr><td>GST no.</td><td>19AAICB1994M1Z0</td></tr><tr><td>BGCL Bank details</td><td>Punjab National Bank A/C NO.: 1721202100000204 CORPORATE FINANCE BRANCH - KOLKATA</td></tr></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	Bengal Gas Company Limited 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161	PAN No.	AAICB1994M	GST no.	19AAICB1994M1Z0	BGCL Bank details	Punjab National Bank A/C NO.: 1721202100000204 CORPORATE FINANCE BRANCH - KOLKATA
YES	<input type="checkbox"/>												
NO	<input checked="" type="checkbox"/>												
Services to be rendered at	Bengal Gas Company Limited 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161												
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GST no.	19AAICB1994M1Z0												
BGCL Bank details	Punjab National Bank A/C NO.: 1721202100000204 CORPORATE FINANCE BRANCH - KOLKATA												



		11, HEMANTA BASU SARANI, KOLKATA, 700001. IFSC Code: PUNB0172120							
14	The currency of the Bid shall be INR								
16.1, 16.10 and 38.6	<p>In case 'Earnest Money / Bid Security' or-“Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Bengal Gas Company Limited, payable at Kolkata.</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BGCL’s Bank account are as under: Account Holder’s Name: Bengal Gas Company Limited Account Number: 1721202100000204 IFSC Code: PUNB0172120 Other details: CORPORATE FINANCE BRANCH - KOLKATA 11, HEMANTA BASU SARANI, KOLKATA, 700001 Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in BGCL’s Bank Account.</p>								
D. SUBMISSION AND OPENING OF BIDS									
ITB Clause	Description								
4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is: Attention: Head (C&P) Bengal Gas Company Limited Address: 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161								
E. EVALUATION, AND COMPARISON OF BIDS									
ITB Clause	Description								
32	In case of tie at L1 position for one or more bidders, the order shall be placed as per policy & Provision of GeM.								
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Micro & Small Enterprises (MSEs)								
F. AWARD OF CONTRACT									
ITB Clause	Description								
37	State of India which stamp paper is required for Contract Agreement: Any State								
38	<table><tr><td colspan="2">Contract Performance Security/ Security Deposit</td></tr><tr><td>APPLICABLE</td><td><div>√</div></td></tr><tr><td>NOT APPLICABLE</td><td><div></div></td></tr></table> <p>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 5% of the annualized Order / Contract value excluding GST to be submitted within 30 days of notification of award.</p> <p>OR</p> <p>Initial security deposit (ISD) @ 2.5% of total annualized basic Order / Contract value excluding GST within 30 days of FOA/notification of award and deduction @2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (Including ISD and deducted amount) reaches 5% of Annualized Order / Contract Value excluding GST.</p>			Contract Performance Security/ Security Deposit		APPLICABLE	<div>√</div>	NOT APPLICABLE	<div></div>
Contract Performance Security/ Security Deposit									
APPLICABLE	<div>√</div>								
NOT APPLICABLE	<div></div>								



	<p>Note: In case of Bank Guarantee, Claim Expiry date should be 3 month beyond BG Expiry Date.</p> <p>Validity of CPS/SD shall be 27 months from the date of GeM Contract.</p> <p>CPS shall be submitted within 30 days from the date of Award/FOA. In case, BGCL allows additional time for submission of CPS beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPS i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPS amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of order/FOA.</p>				
39.3	<p>Name and contact details of nodal officer are as under:</p> <p>Shri B Sonowal Head (C&P) Tel: 033 2324 8161 Email: hodcnp@bgcl.co.in</p>				
40	<p>Whether tendered item is non-split able or not-divisible:</p> <table border="1"><tr><td>YES</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	<p>Provision of AHR Item:</p> <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
44.1	<p>Quarterly Closure of Contract:</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
49	<p>Applicability of provisions relating to Startups:</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				



ANNEXURE-V to Section-III

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

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

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

3.0 DEFINITIONS:-

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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



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

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

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

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



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



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

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



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

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

Details of bids received

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

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



computers and so on.

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

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

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



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

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

10.0 RECIPROCITY CLAUSE

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



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

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



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Appendix-I

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

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

Shastri Bhawan, New Delhi
Dated: 26th March, 2021

To

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

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

Sir/ Madam,

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

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

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

Yours faithfully

Kala
(Kala) 26/3/24

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

Encl.: as above

Copy to:

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

Copy for information to,

Secretary, DPIIT

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

Shastri Bhawan, New Delhi
Dated 26th April, 2022

To,

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

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

Sir/Madam,

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

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

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

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

Yours faithfully


(Santanu Dhar)

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

Copy to:

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

Copy for information to:

Secretary, DPIIT

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

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

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



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FORM-1 TO SECTION-III

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

NOT APPLICABLE



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

FORM-2 TO SECTION-III

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

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

SUB.:

BID NO.:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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



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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

FORM-3 TO ANNEXURE-V TO SECTION-III

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

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

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

SUB.:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

UDIN:

Note:



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

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



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

FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-1A	ANNEXURE TO BIDDER'S GENERAL INFORMATION
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	THIRD PARTY DEPOSIT CONFIRMATION LETTER ON FDR SUBMISSION FOR CPS
F-4B	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BENGAL GAS COMPANY LIMITED

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6	Bidder's address where contract is to be placed	City: District: State: PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP:



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

		GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	_____ —
12	ISO Certification, if any	{ If yes, please furnish details }
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite document as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite document as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite document as specified in ITB: Clause No. 40)
18	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite document as specified in ITB: Clause No. 49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: *

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Format F-1A

Annexure to Bidder's General Information

To,

M/s BENGAL GAS COMPANY LIMITED

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

SUB.: _____

TENDER NO.: _____

Name of Bidder :

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

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

Place:

Date:

[Signature of Authorized Signatory Bidder]

Name:

Designation:

Seal:



F-2A

DECLARATION FOR BID SECURITY

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

Dear Sir

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

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-3
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,
M/s BENGAL GAS COMPANY LIMITED

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]' against the above Tender Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

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



F-4

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY
/ SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[This Format supersede the Format of GeM]

To, M/s Bengal Gas Company Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Bengal Gas Company Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the Service Provider to BGCL in such manner as BGCL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised



- by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Service Provider but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BGCL in writing. However, if for any reason, the Service Provider is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Service Provider fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Service Provider till such time as may be determined by BGCL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Service Provider) on whose behalf this guarantee is issued.
 6. Bank also agrees that BGCL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Service Provider and notwithstanding any security or other guarantee that BGCL may have in relation to the Service Provider's liabilities.
 7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BGCL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Kolkata.
 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider 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 Service Provider to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
 9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
 10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BGCL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.



Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

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

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

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME	:				
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANC E BANK GUARANTEE	SECURI TY DEPOSIT	EM D	ADVANC E
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			



F-4A

Third Party Deposit Confirmation Letter

Date: _/_/_/____

To,

M/s Bengal Gas Company Limited

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

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

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

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

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

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

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

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

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



F-4B

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

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

Dear Sir(s),

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

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

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

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



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



10. Notwithstanding anything contained herein:

- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
- b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of BGCL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Insurer by its Constituted Attorney

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

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

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.



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- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- g) Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

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

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
			VENDOR EMAIL ID			
			VENDOR MOBILE NO			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF INSURANCE SURETY BOND (Please Tick (√) Whichever is Applicable)	:	PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS	(A)	EMAIL ID :			
(B)		ADDRESS :				
(C)		PHONE NO :				



F-5
AGREED TERMS & CONDITIONS

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	Bidder's name: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted/included GST (CGST & SGST/ UTGST or IGST) in Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid	Yes/ No
4.2	Bidder confirms Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) of subject job	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in GeM bid from Final/Extended bid due date of submission of bids.	
12.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BGCL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BGCL or their relative is a partner.	
14.	All correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed,	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bidder's Bid may be rejected.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
21.	Bidder hereby confirms that they are not on 'Holiday' by GAIL/BGCL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGCL or the Ministry of Petroleum and Natural Gas.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BGCL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BGCL by them.	
22.	Bidder confirms that they have read and understood the General Conditions of Contract - available at SECTION-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
23.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BGCL [available at BGCL website] and shall not indulge themselves or allow others (working in BGCL) to indulge in fraudulent activities and that they would immediately apprise BGCL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BGCL is liable to be treated as crime and dealt with by the procedures of BGCL as applicable from time to time.	
24.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
25.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	Not Applicable
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
27.	In case of any variance in the terms and conditions between GeMContract and PO/LOA, the terms and conditions of PO/LOA shall prevail.	
28.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BGCL's decision in this regard shall be final.	
29.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. (Applicable only for MSE Bidders).	
30.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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



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F-7
BIDDER'S EXPERIENCE

To,

M/s Bengal Gas Company Limited

SUB:

TENDER NO:

Sl. No	Description of the Supply/ Services	PO/ Contract No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/ Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution , if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-8 (A)

CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	signed & stamped tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorised person(s)		
4.0	Confirm that the price part is uploaded in GeM portal.		
6.0	Confirm that undertaking as per Form-I-A, Form-I-B & Form-II to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal



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F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) (refer Section II of Tender document)

BEC Clause no.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
A	Documents Required-Technical Criteria				
A.1	Factory registration certificate/ GST registration certificate/ NSIC certificate/ ISO certificate or any other document evidencing the bidder as manufacturer from authority.			Yes/No	
A.2	Copies of a) Valid certificate for bidder's proposed established plant from such agencies as BIS etc. if any. b) Documentary proof such as relevant certificates, documents, etc. from which it can be established that the proposed manufacturing plant of PE pipes of natural gas services shall have the adequate facilities as per IS: 14885 (2022 Edition)			Yes/No	
A.3	Copies of purchase order along with its proof of execution i.e. execution certificate/ completion certification/ payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes as per IS: 14885 or equivalent in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order.			Yes/No	



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BEC Clause no.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
A.4	a) Purchase Order / Work order along with/ without the quantity in a single order as detailed in BEC under rate contract. b) Bidder has to submit satisfactory execution certificate for the supplied quantity/payment certification along with invoice/ Tax invoice along with inspection certificate issued by the (purchaser / end user/authorized consultant)/ Tax invoice along with IRN issued by TPIA in support of supply of PE pipes in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross reference of the purchase order. The documents mentioned under Sl. No. A.3 above.			Yes/No	
A.5	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ a) Holding company.			Yes/No	
B	Documents Required-Financial Criteria				
B.1, B.2, B.3, & B.4	Average Annual Turn-over, Net Worth, Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of three (03) preceding Financial Year(s) along with un-price bid.</p> <p>Submitted Documents must be duly certified / attested by a Chartered Accountant and Notary Public with legible Stamp.</p> <p>Further, Bidder shall submit “Details of financial capability of Bidder” in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public</p>		Yes/No	



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BEC Clause no.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		Accountant (CPA).			
D.2	Jobs executed for subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company.		Yes/No	

Place:
Date:

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



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F-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. BENGAL GAS COMPANY LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

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



F-10

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

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

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

B. NET WORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

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

****Refer Instructions***

Notes:

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:
Seal: Membership No.:
UDIN:

[Signature of Authorized Signatory]
Name:
Designation:



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Instructions:

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



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F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BENGAL GAS COMPANY LIMITED

Sub :

Tender No :

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



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F-12

E-Banking Mandate Form

**(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED
IN BGCL)**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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F-13 INTEGRITY PACT

INTRODUCTION:

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

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

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



ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BGCL shall be entitled to terminate the Contract. Further, BGCL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt/Fraudulent/ Collusive/Coercive Practices”**



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

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

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



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Bengal Gas Company Limited (BGCL), a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

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

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



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

- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) /

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Bhuban Sonowal
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Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the CEO, BGCL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CEO, BGCL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CEO, BGCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, BGCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder

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North 24 Parganas,
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regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

Bhuban Sonowal
Head (C&P)

Bengal Gas Company Limited

(Office Seal) 1st Floor, Block-A, Finance Centre,
CBD, Action Area - IIB, Newtown,
North 24 Parganas,
Kolkata - 700161, West Bengal, India

Place
Date

Kolkata

(For & on
Behalf of Bidder/Contractor)

(Office Seal)



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Witness 1:
(Name & Address)

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

Witness 2:
(Name & Address)

.....
.....



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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria (BEC) given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document.
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for GeM portal.	Refer training module presentations and FAQs as available on GeM portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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

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

To,
M/s BENGAL GAS COMPANY LIMITED

.....

SUB:

PO NO:

Dear Sir,

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

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓ 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 issued without following this process, such invoice can-not be processed for payment by BGCL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BGCL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BGCL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)
[On the Letter-head of Contractor]**

We, _____, a company incorporated under the laws of India/ a Consortium between
*___ and *___ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of
*___ and *___ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having
its registered office at _____ and carrying on business under the name and style
M/s. _____ were awarded the contract by BGCL in reference to Tender No.
_____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our
claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments
received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions
from BGCL.

We further absolve BGCL from all liabilities present or future arising directly or indirectly out of
the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim
certificate.

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



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SECTION - IV

GENERAL CONDITION OF CONTRACT (GCC) - PROCUREMENT OF GOODS



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3. Application
4. Country of Origin
5. Scope of Contract
6. Standards
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Appendix-I: Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices

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1.0 DEFINITIONS, INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.1 Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.1.1 “Approved” means prior approval in writing.
- 1.1.2 The “Bid” or “Tender” “Offer” means the proposal along with supporting documents submitted before Notification of Award by the Bidder for consideration / acceptance by the Purchaser.
- 1.1.3 “Bidder” Designates the person(s) or legal entity / Firm / Company /Corporation/ Organization, and it’s legal representatives, successors and permitted assigns which has made a proposal or submitted Bid/Tender/Offer with the aim of concluding a Contract with the Purchaser.
- 1.1.4 “Consultant” or “PMC” [if engaged] shall mean M/s....having its registered office at..... Who are the consultant to the Purchaser for this Contract. The term Consultant includes successors, assigns of M/s.
- 1.1.5 “Contract” shall mean all obligations, commitments, promises agreed upon between Purchaser and Supplier for supply of Goods including execution of the Services (if any) as per Purchase Order (PO) and its subsequent amendment(s), if any in writing thereto.
- 1.1.6 “Contract Price” or “Purchase Order Value” shall mean the total sum accepted or the total sum calculated in accordance with the prices accepted in the Contract as payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. The Contract Price /Purchase Order Value is subject to Price Reduction Schedule clause.
- 1.1.7 “Completion Date” shall mean the date on which the supplied Goods are successfully commissioned by the Supplier and handed over to the Purchaser.

“Delivery Date” shall mean the date on which Goods are supplied by Supplier as per delivery terms of the Contract.
- 1.1.8 “Commercial Operation” shall mean the condition of the operation in which the complete Goods / 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.
- 1.1.9 “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 “Delivery” shall mean the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

Delivery terms shall be interpreted as per current edition of INCOTERMS, published by the International Chamber of Commerce before the due date of submission of Bid
- 1.1.11 “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.



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- 1.1.12 “Engineer” or “Engineer-in-Charge” shall mean the person designated from time to time by Purchaser/Consultant and shall include those who are expressly authorized to act for and on behalf of Purchaser/Consultant for operation of this Contract.
- 1.1.13 “Fax of Acceptance” shall mean intimation regarding notification of award by the Purchaser/Consultant to the successful Bidder/Supplier through a fax/ letter/ email conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.
- 1.1.14 “Final Acceptance” shall mean the Purchaser’s written acceptance of the Goods supplied and works/Services performed under the Contract after successful completion of performance and guarantee test, at/after the Completion Date.
- 1.1.15 “Goods” shall mean articles, materials, equipment, machinery, instruments, stores, design and drawings, data and other property to be supplied by Supplier including Services (if any), to complete the Contract and Amendment(s) thereto.
- 1.1.16 “Inspector” shall mean any person or third party Agency nominated by Purchaser/Consultant to inspect Goods, stage wise as well as final, before dispatch, at Supplier’s works and/or on receipt at Site as per terms of the Contract.
- 1.1.17 “Initial Operation” shall mean the first integral operation of the complete Goods covered under the Contract with sub-systems and supporting equipment(s) in service or available for service.
- 1.1.18 “Purchase Order” means the Contract Document/Order collectively the Tender Documents, Designs, Drawings, Specification, Bill of Quantities, Schedule of Rates along with its break-up (if any), Fax of Acceptance (if any), agreed variations and amendments (if any) and such other documents constituting the Tender and acceptance thereof.
- 1.1.19 “Purchaser” shall mean Bengal Gas Company Limited (BGCL) having its registered office at 1st Floor, Block A, Finance Centre, CBD, Action Area – II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India, Pin: 700161. The term Purchaser includes successors, assigns of BGCL.
- 1.1.20 “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 Purchase Order.
- 1.1.21 “Project” designates the aggregate of the Goods and/or Services to be provided by one or more Suppliers/Contractors.
- 1.1.22 “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.
- 1.1.23 “Supplier” shall mean the successful Bidder whose Bid has been accepted by the Purchaser for supply of Goods and incidental Services (if any). The term Supplier is a synonyms of Seller and Vendor/Contractor and also includes its successor(s) and permitted assign(s).



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- 1.1.24 "Service" shall mean those services ancillary to the supply of Goods, such as transportation and insurance and any other incidental services such as erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 1.1.25 "Site" means the land(s) and other place(s) on, under, in or across/through which the Goods and/or Services have to be supplied, erected, assembled, adjusted, tested, arranged and/or commissioned.
- 1.1.26 6 "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian and/or International) and standard specifications including all addenda/corrigenda published before entering into the Contract, as applicable and specified in the Contract.
- 1.1.27 "Sub-Contract" shall mean order placed by the Supplier, for any portion of the Contract, after necessary consent and prior written approval of Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.28 "Sub-Contractor" shall mean the person(s) / firm / Organization / company (other than the Supplier) and its legal representatives, successors and permitted assigns named in the Contract for supply of any part of the Goods or Service(s) or to whom any part of the Contract has been sub-let by the Supplier with the prior consent in writing of the Consultant/Purchaser unless otherwise explicitly mentioned in the Contract.
- 1.1.29 "Start-Up" shall mean the time period required to bring the Goods 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 Goods and supporting subsystems, initial operation of the complete Goods 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.
- 1.1.30 "Tests" shall mean such process or processes to be carried out by the Supplier as are prescribed in the Contract or considered necessary by Purchaser or his representative in order to ascertain quality, workmanship, performance and efficiency of Goods or part thereof.
- 1.1.31 "Tests on Completion" shall mean such tests as prescribed in the Contract to be performed by the Supplier before the complete Goods and Services are taken over by the Purchaser.
- 1.1.32 "Week" shall mean a period of any consecutive seven Days.

1.2 Interpretations & Priority of Contract Documents

- 1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:
- (i) Purchase Order
 - (ii) Fax of Acceptance
 - (i) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)



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- (ii) Drawings
- (iii) Special Purchase Conditions (SPC) / Special Conditions of Contract (SCC)
- (iv) General Technical Specifications (if applicable)
- (vii) Instructions to Bidders (ITB)
- (viii) General Conditions of Contract (GCC)
- (ix) Any other document forming part of the Contract

An Amendment issued to Purchase Order after signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Interpretation: Words implying 'Person(s)/Party(ies)' shall include relevant Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' and any firm/organization having legal capacity, as the case may be.
- 1.2.5 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.6 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 1.2.7 Incoterms:
 - (i) The meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms® 2020 or its latest version.
 - (ii) EXW, FOB, FCA, CIF, CIP & CPT and other similar terms, shall be governed by the rules prescribed in the Incoterms® 2020 or its latest version, published by the International Chamber of Commerce, applicable as on due date of submission of Bid.

2.0 SUPPLIER TO INFORM

- 2.1 The Supplier 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 Supplier of his responsibility to fulfill his obligation under the Contract.

3.0 APPLICATION



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- 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 All goods and services supplied under the contract shall have their Origin as quoted by the Bidder and accepted by Purchaser.
- 4.2 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.
- 4.3 In case of Contract with foreign Suppliers, a certificate issued by relevant Chamber of Commerce specifying Country of Origin shall form part of shipping/dispatch documents.
- 4.4 The Origin of goods and services is distinct from the nationality of the Supplier.
- 4.5 In case of any export/re-export control restrictions imposed by parent country of Bidder / country of origin on the Goods offered/supplied regarding Goods’ end use or end user, then Bidder shall intimate the same upfront in their offer. In such case, right to accept or reject the Bid of such Bidder shall be decided by Purchaser on its sole discretion.

5.0 SCOPE OF CONTRACT

- 5.1 Scope of the Contract shall be as defined in the Purchase Order/Contract Document(s) and Annexure thereto.
- 5.2 Completeness of the Goods and Services shall be the responsibility of the Supplier. Any equipment, fittings and accessories which may not be specifically mentioned in the Scope, Specifications or drawings, but which are usual or necessary for the satisfactory functioning of the Goods (i.e. successful operation and functioning of the Equipment being Supplier’s responsibility) shall be provided by Supplier without any extra cost.
- 5.3 The Supplier shall follow the good engineering practices in the manufacture of Goods/Equipment(s) notwithstanding any omission in the Specifications. The true intent and meaning of these documents is that Supplier shall in all respects, design, engineer, manufacture and supply the Goods, equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.
- 5.4 The Supplier shall furnish three (3) 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. The Supplier shall also furnish the above in computer readable soft copies in PDF format or equivalent by electronic mode.
- 5.5 The documents once submitted by the Supplier shall be firm and final and not subject to subsequent changes unless otherwise explicitly agreed by the Purchaser in writing. The Supplier shall be responsible for any loss to the Purchaser/Consultant consequent to furnishing of incorrect data/drawings.



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- 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 Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Supplier shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location.
- 5.9 Specifications, design and drawings issued to the Supplier along with Tender Document/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 Supplier 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 prior written permission of Purchaser/Consultant. All such details shall be kept confidential.
- 5.10 Supplier shall pack, protect, mark and arrange for dispatch of Equipment as per instructions given in the Contract.
- 5.11 The Supplier on his own behalf and on behalf of Sub-Contractor(s) hereby represents that both have full legal right, power and authority to transfer the ownership of the equipment/material to Purchaser.

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(s).

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The Goods 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.
- 7.2 All instructions and orders to Supplier shall, excepting what is herein provided, be given by Purchaser/Consultant.
- 7.3 All provision of Goods and supply of Services shall be carried out under the direction of and to the satisfaction of Purchaser/Consultant.
- 7.4 All communications including technical/commercial clarifications and/or comments shall be addressed to Purchaser/ Consultant and shall always bear reference to the Purchase Order number.
- 7.5 Invoices for payment against Contract shall be addressed to Purchaser.



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- 7.6 The Purchase Order number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATIONS

- 8.1 Purchaser will be the sole judge in the matter of award of Contract and the decision of Purchaser shall be final and binding on the Supplier. The Acceptance of Tender/Bid will be intimated to the successful Bidder by the Purchaser through notification of award of Contract either by fax / e - mail /letter or like means defined as Fax of Acceptance (FOA). The Contract shall enter into force on the date of Notification of Award and the same shall be binding on Purchaser and Supplier.

- 8.2 If after award of the Contract, the Supplier does not acknowledge the receipt of FOA/PO or fails to furnish the Contract Performance Security 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.

- 8.3 Once a Contract enters into force, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

8.4 Supplier's Responsibilities

- 8.4.1 The Supplier shall supply all the Goods and incidental Services as per terms and conditions of Purchase Order within the Delivery and Completion schedule mentioned therein.

8.5 Purchaser's Responsibilities

- 8.5.1 Whenever the supply of Goods and incidental Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.6 Joint and Several Responsibility:

- 8.6.1 Where Supplier's Goods/Equipment(s) or any part thereof are to be used jointly with other equipment(s) supplied by another manufacturer(s), the name of the such manufacturer(s) will be communicated separately to Supplier, the Purchaser/Consultant will hold Supplier and the manufacturer(s) jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall also include the mechanical coupling as well as dynamic and starting moment.

- 8.6.2 Consequently, Supplier shall establish and maintain all necessary contact with the manufacturer to be indicated by Purchaser/Consultant with a view to ensuring the exchange of all relevant data and information.

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



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manner except to the extent mutually agreed through a modification of Contract.

9.2 Based on the requirement, the Purchaser/Consultant in writing shall have the right to change the quantities, specifications, drawings etc. without changing the indented purpose of the Contract. If such changes cause an increase or decrease in the price or time required for the supply, the Supplier shall submit the proposal indicating the implications along with documentary evidence/ back-up documents/ calculations within 7 days, for review and processing of change order/amendment to the Contract by Purchaser/Consultant. On receipt of the amendment to the Contract, Supplier shall execute the change order.

9.3 Purchaser/Consultant shall not be bound by any printed conditions or provisions in the Supplier'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 Supplier 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 Supplier 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 Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause no. 10.1. except for purpose of performing the Contract.

11.0 PATENT RIGHTS, LIABILITY & COMPLIANCE OF REGULATIONS

11.1 Supplier hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and Supplier 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 Supplier shall, indemnify and hold harmless the Purchaser/Consultant and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser/Consultant may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, industrial design rights or other intellectual property right registered or otherwise by reason of (a) the installation or the use of the Goods or any part thereof in the country where the Site is located; and (b) the sale of the products (which is produced by use of the Goods) in any country.

11.3 Supplier shall also protect and fully indemnify the Purchaser from any claims from



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Supplier's workmen/employees or their heirs, dependents, representatives, etc. or from any other person(s) or company(ies) etc. for any acts of commissions or omission while executing the Contract.

- 11.4 Supplier 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 CONTRACT PERFORMANCE SECURITY (CPS):

- 12.1 Within 30 days after the Supplier's receipt of FOA, the Supplier shall furnish Contract Performance Security (CPS) in the form of Demand Draft/online direct transfer/Bank Guarantee in the format attached as Appendix-III, for an amount equivalent to defined percentage (mentioned in tender/ FOA) of the total Purchase Order Value excluding GST on finished goods or for the amount mentioned in the Tender Document/FOA.

- 12.2 The proceeds of CPS shall be appropriated by the Purchaser as compensation for any loss resulting from the Supplier'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 CPS shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee. In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.

- 12.3 The CPS shall be denominated in the currency of the Contract.

- 12.4 The CPS shall be valid for the duration upto expiry of Warrantee/Guarantee period with claim period as per the format attached as Appendix-III. The Bank Guarantee will be discharged by Purchaser within 3 months from the date of expiration of the Supplier's entire obligations, including any warrantee/guarantee obligations, under the Contract.

- 12.5 All compensation, claim or other sums of money payable by the Supplier to the Purchaser/Consultant under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Purchaser/Consultant of any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within ten days thereafter make good in bank drafts/Bank Guarantee as aforesaid any sum or sums which may have been deducted from or realized by sale of his CPS, or any part thereof. The Supplier shall pay to the Purchaser/Consultant on demand any balance remaining due. No interest shall be payable by the Purchaser/Consultant for sum deposited as CPS and no claim whatsoever in this regard shall be entertained by Purchaser.

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



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inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier 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 Supplier or his sub-contractor(s), at point of Delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier 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 Supplier shall either replace the rejected Goods or make all alterations necessary to meet Specifications' requirements, free of cost to the Purchaser.
- 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 may 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. Supplier shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Contract during the entire period of Contract validity.
- 13.6 Any materials/goods covered under scope of Contract, which during the process of inspection by Inspector, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection. 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.
- 13.7 In order to enable Purchaser's representatives to obtain entry visas in time, Supplier shall notify Purchaser two months before assembly, testing and packing of main Equipment. If requested, Supplier shall assist Purchaser's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 Supplier 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 Supplier 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 Supplier shall be witnessed by the Inspector. Therefore, Supplier shall confirm to Purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. Supplier 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.



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- 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 Supplier'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 Clause-13 shall in any way release the Supplier from any warrantee/guarantee 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 Supplier.

13.15 INSPECTION & REJECTION OF MATERIALS BY CONSIGNEES

When materials are rejected by the consignee, the Supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk & cost of the 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 from the date of such written Notice, failing which the consignee/Purchaser will either return the materials to the Supplier on freight to pay or otherwise dispose them off at the Supplier's risk and cost. The Purchaser shall also be entitled to recover handling & storage charges, as per Clause No. 27.4

14. TIME SCHEDULE & PROGRESS REPORTING

- 14.1 Time Schedule Network/Bar Chart.
- 14.1.1 Together with the Contract confirmation, Supplier 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 Supplier'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 or as agreed with Purchaser.
- 14.2 **Progress Trend Chart/Monthly Report**
- 14.2.1 Supplier 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



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bar chart alongwith Contract confirmation.

- 14.2.4 Purchaser's/Consultant's representatives shall have the right to inspect Supplier's premises with a view to evaluating the actual progress of Contract execution on the basis of Supplier's time schedule documentation.
- 14.2.5 Irrespective of such inspection, Supplier shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.
- 14.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per time schedule and is not satisfactory in the opinion of the Purchaser/Consultant which shall be conclusive or Supplier shall neglect to execute the Contract with due diligence and expeditiousness or contravenes the provisions of the Contract, Purchaser/Consultant may give notice of the same in writing to the Supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by Purchaser/Consultant, the Purchaser/Consultant shall have the option and be at liberty to cancel the Contract wholly or in part out and make alternative arrangements to obtain the requirements and completion of Contract at the Supplier's risk and cost and recover from the Supplier, all extra cost incurred by the Purchaser on this account. In such event Purchaser/Consultant shall not be responsible for any loss that the Supplier may incur and Supplier shall not be entitled to any gain. Purchaser/Consultant shall, in addition, have the right to encash Contract Performance Security in full or part.

15. **DELIVERY & DOCUMENTS AND DISPATCH SCHEDULE**

- 15.1 Delivery of the Goods shall be made by the Supplier in accordance with terms specified in the Contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- (i) In the case of FOB/FCA, CFR/CPT& CIF/CIP Contracts, when the Goods have been put on board the ship/flight, at the specified port of loading and a clean Bill of Lading/Airway Bill is obtained. The date of Bill of Lading/Airway Bill shall be considered as the delivery date.
 - (ii) In case of FOT dispatch 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.
 - (iii) In case of FOT site (for Indian bidders) Contract, date of receipt of Goods by Purchaser/Consultant at the designated site(s) shall be considered as the date of delivery.
 - (iv) For Contracts involving Services, the delivery/completion period for such Services mentioned in Contract shall commence from zero date as intimated



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by the Purchaser/Consultant in writing or as mentioned in SCC or elsewhere.

- 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 Clause– 26 shall apply. The Contract shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for termination of Contract.
- 15.6 It should be noted that if a Contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the Supplier will be liable to pay to BGCL the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such Contract within the date of delivery specified in the Tender Document and incorporated in the Contract. This is without prejudice to other rights and remedies available to BGCL, under terms of Contract.
- 15.7 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.
- 15.8 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected. 15.9 The Supplier should comply with the Packing, Marking and Shipping Documentation Specifications.

15.10 **Dispatch Schedule**

15.10.1 **Indian Bidder:**

If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / BGCL on 'freight to pay' basis and the freight will be paid at the destination.

Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

The consignment should be handed over to transporter with E-way bill, wherever



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required as per law/act. In case such e-way bill is required to be issued by BGCL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

It shall be responsibility of the Supplier to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

15.10.2 Foreign Bidder:

Where the Supplier is required under the Contract to deliver the Goods on CFR or CIF, transportation 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 Supplier and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by BGCL.

Supplier shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

It shall be responsibility of the Supplier to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

All equipments / materials are to be insured by BGCL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to underwriters as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

16 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 The Purchaser shall arrange transit risks Insurance for the Goods supplied by indigenous



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Supplier unless specified otherwise in the Purchase Order, to cover the risk & damages during the inland transportation. Further, where delivery is on FOB/FCA or CFR/CPT basis, marine insurance shall be the responsibility of the Purchaser. Any such damage during the transportation shall be immediately notified to underwriters as well as the transporter under intimation to consignee, for further necessary action for recovery of transit damages.

16.3 Insurance Requirements:

Indigenous Supplier: Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by BGCL unless specified otherwise in the Purchase Order. Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding LR number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and Purchase Order number along with Insurance policy no., for arranging insurance of the consignment against transit risk from the dispatch point to the Site/warehouse of the consignee.

Foreign Supplier : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BGCL, in case of EXW, FOB/FCA, CFR/C&F orders as per INCOTERMS. Immediately after shipment, the Supplier shall inform the Purchaser's insurance agent and Purchaser/Consultant giving the details of shipment regarding name of vessel, B/L or AWB number and date, invoice no. & date with value, packing details including number of packages/cases & gross/net weight, value of goods and Purchase Order number & date, ETD & ETA of vessel at ports along with Insurance policy no., for arranging necessary insurance.

The Supplier shall ensure that in effecting dispatch of Goods, 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 jeopardized. The Supplier shall furnish the cost of materials against each equipment.

Purchaser's Insurance Agent& Insurance policy no.:

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

17. PACKING & SHIPPING INSTRUCTIONS AND TRANSPORTATION

17.1 Packing & Marking: The Supplier shall dispatch the materials in worthy/Sea worthy/Air worthy packing conforming to the international norms of packing/ prescribed standards in force to withstand air/ocean/land journey and ensuring the

safety of cargo en-route and also arrival of materials at ultimate destination in good condition. Hazardous/dangerous cargo ordered alongwith other material, against a particular supply order, the hazardous/dangerous cargo should be packed in a separate identifiable box to avoid payment of excess freight and delay in clearance. The consignment shall be comprehensively insured against all risks by the Supplier in case of contracts with transit insurance in Supplier's scope from Supplier's ware-house to



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ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (i) Purchase Order No. and date
- (ii) Country of origin(Applicable for Foreign Suppliers)
- (iii) Name of Supplier
- (iv) Case number (running number upon total number of boxes).
- (v) Gross and net weight in Kilogram on each box.
- (vi) Dimension of packages (vii) Port of destination (Applicable for Foreign Suppliers)
- (viii) Consignee
- (ix) TOP/DON'T TURNOVER/HANDLE WITH CARE (as applicable)
- (x) The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list and Material Safety Data Sheet (if applicable) in English.

In case of hazardous chemicals / materials the bidder will provide Material Safety Data Sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier's account.

- 17.2 Shipping Instructions: The Supplier shall notify the Purchaser/Consultant & all concerned and also the port as well as ultimate consignee by e-mail the Bill of Lading/Airway Bill number and date, the name of ship/flight, ship manifest, the date of departure of the ship/flight, the port of loading and destination, brief description of materials, gross/net weight and total number of packages, quantity, value and Purchase Order number and date within 2 days from the departure of the ship or within 24 hours from the departure of the flight from the port of loading.
- 17.3 Copies of dispatch documents should reach Purchaser/Consultant well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from Supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the Purchase Order.
- 17.4 Where the Supplier is required under the Contract to deliver the Goods on FOB/FCA basis, 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 Supplier and the cost thereof shall be included in the Purchase Order Value.
- 17.5 Where the Supplier is required under the Contract to deliver the Goods on CFR/CPT or CIF/CIP basis, transport of the Goods to the port of discharge or such other point in the country of destination as specified in the Contract shall be arranged and paid for by the



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Supplier and the cost thereof shall be included in the Purchase Order Value.

- 17.6 Where the Supplier is required under the Contract to deliver the Goods on FOT destination point basis, transport of the Goods upto the destination point shall be specified in the Contract shall be arranged and paid by the Supplier and the cost thereof shall be included in the Purchase Order Value.
- 17.7 As per the Section 3 of the “Carriage by Road Act 2007”, no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Accordingly, Goods should be transported through registered common carriers only.

18. INCIDENTAL SERVICES

- 18.1 The Supplier 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 Supplier of any warranty/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser’s personnel at the Supplier’s premise and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Supplier for the preceding incidental Services, shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 18.3 When required, Supplier shall depute necessary personnel for supervision and/or erection of the Goods/Equipments at site for duration to be specified by Purchaser on mutually agreed terms. Supplier’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 If the cost of incidental Services is not shown separately in the Price Schedules /t Schedule of Rates, then the same shall be considered included in the quoted prices.

19. SPARE PARTS, MAINTENANCE TOOLS ETC.

- 19.1 Supplier may be required to provide any or all of the following materials and notification pertaining to Spare parts (including standby Equipments, accessories, sub-assemblies/assemblies etc.) manufactured or sourced by the Supplier. Such Spares shall be supplied directly by Supplier and the responsibility shall not be passed on to his dealers/distributors/stockists or Indian associates.



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- 19.1.1 Such Spare parts as the Purchaser may opt to purchase from the Supplier, provided that his option shall not relieve the Supplier of any warrantee 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 such Spares, 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 Supplier shall supply item wise list with value of each item of Spare parts and maintenance tools requirements, along with full details of all manufacturers/ sub supplier(s) for spares/maintenance tools sourced by Supplier.
- 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 & workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of FILTER ELEMENTS 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 above conditions, their Bid may be rejected.

20. 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 Supplier 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 authorized 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 twelve(12) months from the date of the first commercial operation of the Goods/Equipments or twenty four (24) months from the date of last shipment whichever period shall first expire, and the Supplier is



notified thereof, Supplier 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. However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of commissioning of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

Purchaser/Consultant may, at his option, remove such defective materials, at Supplier's expense in which event Supplier shall, without cost to Purchaser/Consultant and as promptly as possible, furnish and install proper materials. In case defects are of such nature that Goods shall have to be taken to Supplier's works for rectification etc., Supplier shall take the Goods at his costs after giving necessary undertaking or security as may be required by Purchaser/Consultant. Purchaser/Consultant may, if so required by the Supplier, dispatch the Goods by quickest mode on "Freight-to-pay" basis to the Supplier's works. After repairs Supplier shall deliver the Goods at Site on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the Supplier.

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 (including guarantee period) and rectification is required at site, Purchaser/Consultant shall notify the Supplier giving full details of differences. The Supplier 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 Supplier fail to attend meeting at Site within the time specified above, Purchaser/Consultant shall immediately rectify the work/materials and Supplier shall reimburse Purchaser all costs and expenses incurred in connection with such trouble or defect.

20.2 Performance Guarantee of Equipment

- 20.2.1 Supplier 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.
- 20.2.2 If the Supplier fails to prove the guaranteed performance of the Equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the Supplier fails to do so within a reasonable period, the Supplier shall replace the Equipment and prove guaranteed performance of the new equipment without any extra cost to Purchaser.
- 20.2.3 If the Supplier 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 Supplier's risk and cost. All expenditure incurred by the Purchaser/Consultant in this regard shall be to Supplier's account.



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21. TERMS OF PAYMENT

- 21.1 In case of supply, payment shall be released within 15 days after receipt and acceptance of goods and submission of relevant documents complete in all respects through e-banking unless otherwise specifically mentioned in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the Supplier under this Contract shall be as mentioned above unless otherwise specifically specified in the Special Conditions of Contract.
- 21.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the Supplier's bid, as well as in other currencies in which the Supplier had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

21.5 Mentioning of PAN no. in Invoice/Bill

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services exceeding Rs. 2 Lakhs per transaction or as amended from time to time. Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

- 21.6 Foreign Suppliers should ensure submission of Tax Residency Certificate(TRC), Form 10F or Permanent Establishment(PE) information within specified time.

General Notes:

- (i) All foreign currency payments to foreign bidder shall be released through Cash against Documents (CAD) through bank, If Supplier insists payment through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized 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 acknowledgement of Letter/Fax of Acceptance/Purchase Order together with Contract Performance Security.
- (ii) For dispatches on FOT dispatch point (in India) basis involving payment through bank, the payment shall be through Purchaser's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.



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- (iii) All bank charges incurred in connection with payments shall be to Supplier's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- (iv) Unless otherwise specifically stated in Bid Document, all payments shall be made in the currency quoted.
- (v) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (vi) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site(s). However, any price benefits to the Purchaser, on account of such variation as per terms specified in the Bid Document, shall be passed on to the Purchaser alongwith invoicing itself.
- (vii) 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 and after completion of its role & responsibility by such agent.
- (viii) Wherever buy-back is involved, 5% payment towards supply of new item shall be made only after uplifting the buy-back items.

22. PRICES

- 22.1 Prices charged by the Supplier 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 Supplier in his bid.

23. SUBLETTING & ASSIGNMENT

- 23.1 The Supplier 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 Supplier from any obligation, duty or responsibility under the Contract.
- 23.2 There is no obligation on part of Purchaser/Consultant to release any payment to Sub-Contractor.

24. TIME AS ESSENCE OF CONTRACT

- 24.1 The original or extended time of delivery/completion of the Goods/Services as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or



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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 Supplier shall be liable without limitation for such hire charges plus overhead charges @ 15% thereupon; or
- (ii) terminate /cancel the Contract in whole or in part without liability for termination/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 Supplier 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 Supplier or his sub-contractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

- forfeiture of Contract Performance Security,
- imposition of price reduction for delay in delivery and
- termination of the contract for default.

As per Performance Evaluation procedure (Appendix-II), the Supplier's non-performance or poor performance shall affect the future business relationship with BGCL and its PMCs.

26. PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY

26.1 Subject to Clause-29, if the Supplier fails to deliver any or all of the Goods or performance of 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:

A. For order including only supply of Goods/Equipment/Package

In case of delay in delivery of equipment/materials or delay in completion, PRS shall be applicable ½ % (half percent) of the order value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the Total Contract Price/ Order Value.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual



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delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ 1/2 % of the delayed delivery value maximum up to 5% of total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding.

Note: When installation and/or commissioning is in Supplier's scope, the above clause 'A' will not be applicable, in such cases clause 'B' below will be applicable.

- B. For order including both supply of Goods and Services (i.e. supervision, installation, erection, commissioning etc.)

For delay in supply:

The PRS shall be applicable @ ½ % (half percent) of price of respective goods/equipment / package (including spares etc. even if prices are indicated separately in the order but excluding value of Services) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value excluding value of Services.

For delay in Services (i.e. supervision, installation, erection, commissioning etc.):

The PRS shall be applicable @ ½ % (half percent) of Total Contract/ Order Value of respective equipment / package (including value of spares, Services etc. even if prices are indicated separately in the Contract) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value including value of Services.

In no case, total PRS shall exceed 5% (five percent) of Total Contract/ Order Value (Supply +Services).

However, if the completion of supply and services together are achieved within the overall completion period, no PRS shall be applicable. For specific provision relating to supervision by Supplier (wherever applicable), refer SCC.

- 26.2 Both Supplier 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 Supplier 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/EIC in the matter of applicability of price reduction shall be final and binding.
- 26.3 In case of delay in delivery on the part of Supplier, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.



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- 26.5 In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the entire value of ARC.
- 26.6 In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply. In case of Import, PRS shall be applicable on FOB amount (except EXW orders) for delay in supply.
- 26.7 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 should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes. In such cases if Supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BGCL will release the payment to Supplier 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 BGCL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. BGCL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BGCL in future to the Supplier under this contract or under any other contract.

27. REJECTIONS, REMOVAL OF REJECTED EQUIPMENT & REPLACEMENT

- 27.1 Preliminary inspection at Supplier's works by Inspector shall not prejudice Purchaser's/Consultant's claim for rejection of the Goods / 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 Supplier'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 Supplier of his obligations under the Contract.
- 27.4 Goods/Equipment rejected by the Purchaser/Consultant shall be removed by the Supplier at his cost within 14 days of notice after repaying the amounts received against the Supply. Failure or any delays of Supplier for removal of Goods/Equipment, the Purchaser shall also be entitled to recover handling and storage charges @5% of the estimated value of such Goods for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months or as decided by the Purchaser, the Purchaser may take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The Supplier shall be liable to pay the Purchaser the handling & storage charges as mentioned above plus overhead charges @ 15% of sale value of such materials. The decision of Purchaser w.r.t. such removal and the amount of the proceeds



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shall be final and binding on the Supplier. 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 amounts, if any, from any of Supplier's invoices pending with Purchaser or by alternative method(s).

28. 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 Supplier, terminate the Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract, and
- (iii) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or any such 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 clause no. 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 Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier 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 (under clause 29)], the Purchaser is entitled to put Supplier on under Suspension and/or Holiday as per provisions of "Procedure for Action in Case of Corrupt/Fraudulent/Collusive/Coercive Practices (Appendix-I)" and "Procedure for Evaluation of Performance of Vendor/ Supplier/ Contractor/ Consultant" of Tender Document (Appendix-II)".

28.2 Termination for Insolvency

- 28.2.1 The Purchaser, may at any time, terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier 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 including short-closure

- 28.3.1 The Purchaser may, by written notice/communication to the Supplier, may short-close/ terminate the Contract, in whole or part, at any time for his convenience. The notice/



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communication to the Supplier shall specify that short-closure/termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is short-closed/terminated and the date upon which such short-closure/termination becomes effective.

28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice/communication of termination/short-closure shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:

(i) to have any portion completed and delivered at the Contract terms and prices, and /or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28.4 Termination of Contract for Corrupt/Fraudulent/ Collusive/Coercive Practices and Non-Performance If the Bidder/Supplier is found to have indulged in Corrupt/Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Supplier shall be banned for future business with BGCL. The detailed procedure for banning including suspension in this regard is attached as Appendix-I to this GCC. Due to non- performance of the Supplier leading to termination of the Contract, the Supplier shall be put on suspension list and also on holiday list of Purchaser for a period mentioned in the detailed procedure. The detailed procedure for evaluation of performance in this regard is attached as Appendix-II to this GCC.

29. FORCE MAJEURE

29.1 Force Majeure shall mean and be limited to the following:

(i) Act of terrorism;

(ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(iii) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(iv) Pandemic, Epidemics, earthquakes, flood, natural fire/wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(v) Freight embargo, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.



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For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than conditions mentioned above at sl. no. (i) to (v)) or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

Supplier 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 Supplier 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 Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

Payment in case of termination due to Force Majeure

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/ or services performed as at the date of the commencement of the relevant event of Force Majeure. The Supplier has no entitlement and Purchaser has no liability for:

- (i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and
- (ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure.

30. DISPUTE RESOLUTION MECHANISM

30.1 Conciliation

Bengal Gas Company Limited will frame the Conciliation Rules 2023 in conformity with Part– III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in



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accordance with BGCL Conciliation Rules 2023 as amended from time to time. A copy of the said rules shall be made available on BGCL's web site i.e www.bgcl.co.in

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

30.2 Arbitration

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 30.1.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 30.1.1 below or Institutionalized Arbitration as provided at Clause 30.1.2 below, the remaining clauses from 30.1.3 to 30.1.7 shall apply to both Ad-hoc and Institutional Arbitration: -

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

OR

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

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



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

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

30.1.6 List of Excepted matters:

- (i) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- (ii) Dispute(s)/issue(s) relating to indulgence of Supplier/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In- Charge/owner/BGCL has been made final and binding in terms of the Contract.

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

30.3 Governing Law and Jurisdiction:

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

30.4 Disputes between CPSE's/Government Department's/ Organizations

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

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



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The above provisions mentioned at clause no. 30.1 to 30.4 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned elsewhere in tender document.

30.5 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BGCL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Appendix-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bengal Gas Company Limited., to such Bidder/Supplier. The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BGCL, such decision of BGCL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

31. 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. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

31.2 The Supplier shall ensure that the language/terminology/description of Goods used in Purchase Order/Bill of Lading/Airway Bill/Invoice is verbatim in English and not at variance.

32. NOTICES

32.1 TO THE SUPPLIER: Any notice to be given to the Supplier may be served by the Purchaser/Consultant by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Supplier. Proof of issue of any such notice could be conclusive of the Supplier having been duly informed of all contents therein.



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32.2 TO THE PURCHASER/CONSULTANT: Any notice to be given to the Purchaser/Consultant under the terms of the Contract may be served by the Supplier, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

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

33. TAXES & DUTIES

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the Purchaser. However, GST on finished products shall be reimbursed by Purchaser.

33.3 Customs duty payable in India for imported Goods ordered by Purchaser on foreign Supplier shall be borne and paid by Purchaser.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is upto the Bidder/Supplier to ascertain the amount of these taxes and to include them in his Bid price.

33.5 TDS

33.5.1 TDS as applicable will be deducted by BGCL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

33.5.2 Since BGCL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

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

- (i) Twice the rate mentioned in relevant TDS section.
- (ii) Twice the rate or rates in force
- (iii) 5%

34. BOOKS & RECORDS

34.1 Supplier shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by Purchaser/Consultant or their



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authorized agents or representatives during the terms of Contract until expiry of the Contract Performance Security. 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. PERMITS & CERTIFICATES

- 35.1 Supplier 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 Supplier 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 Supplier's personnel to undertake any work at Site in connection with Contract.

36. 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 Supplier'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 Supplier.

36.3 Recovery of sums due

All costs, damages or expenses which the Purchaser/Consultant may have paid, for which under the Contract Supplier 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 Supplier under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the sums due to the Supplier be not sufficient to recover the recoverable amount, the Supplier 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 the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

36.5 Cut-off Dates

No claims or correspondence on claims on this Contract shall be entertained by the Purchaser/Consultant after 90 days after expiry of the Contract Performance Security (from the date of final extension, if any)



36.6: **Indemnity**

The Supplier hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified the Purchaser/BGCL and all its employees, agents and assigns from and against all losses, penalties interests, costs etc., which may arise out of breach of any terms and conditions of this Contract by the Supplier and the employees' /personnel/sub-contractors/agents or any third party appointed by the Supplier for the purpose of implementation of their obligations under this Contract. The Supplier undertakes to compensate the Purchaser/BGCL forthwith on demand without protest any loss suffered by the Purchaser/BGCL together with direct/indirect expenses . This Indemnity shall remain valid and irrevocable for all claims of the Purchaser/BGCL arising from any such case or court case filed for which Purchaser/BGCL or its employees has been made party until now or here -in- after.

36.7 **Paragraph heading**

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

36.8 **Retired Purchaser's Director**

No Director of BGCL is allowed to participate in tender for a period of 1 (one) year after his retirement from the employment of BGCL, without the prior permission of BGCL. The Contract if awarded is liable to be cancelled if the tenderer is found at any time to be such a person and has not obtained the permission of BGCL before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

The tenderer is required to state whether he is a relative of any Director of BGCL, or whether the tenderer is a partnership firm, whether a Director of BGCL or its relative is a partner in the firm, or whether the tenderer is a Company, whether a Director of BGCL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company. The definition of relative shall be as per The Companies Act, 2013 and its amendment(s).

37. **IMPORT LICENSE**

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

38. **FALL CLAUSE**

The following Fall Clause shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

38.1 The price charged for the Goods supplied under the Contract 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 Goods of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a



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State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the Contract.

- 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 Contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued the Purchase Order and the price payable under the Purchase 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:

- (i) Export/Deemed Export by the supplier;
- (ii) Sale of goods as original equipment prices lower than the price charged for normal replacement;
- (iii) Sale of goods such as drugs, which have expiry date;
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

- 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 BGCL 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 Contract whichever is later, at a price lower than the price charged to the BGCL under this Purchase Order”.

Such a certificate shall be obtained, except for quantity of items/Goods/materials categories under sub-clause (i), (ii) & (iii) of sub-para 38.2 above, of which details shall be furnished by the Supplier.

39. PUBLICITY & ADVERTISING

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

40. REPEAT ORDER



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- 40.1 Purchaser reserves the right, within 6 months of order to place repeat order up to 25% of the original quantity without any change in unit price or other terms and conditions.

41. LIMITATION OF LIABILITY

- 41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order, except that this clause shall not limit the liability of the Supplier for following:

- (i) In the event of breach of any Applicable Law;
- (ii) In the event of fraud, Willful Misconduct or illegal or unlawful acts, or gross Negligence of the Supplier or any person acting on behalf of the Supplier; or
- (iii) In the event of acts or omissions of the Supplier which are contrary to the most elementary rules of diligence which a conscientious Supplier would have followed in similar circumstances; or
- (iv) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (v) For any damage to any third party, including death or injury of any third party caused by the Supplier or any person or firm acting on behalf of the Supplier in executing the Contract.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

42. COMPLETION CERTIFICATE AND EXECUTION CERTIFICATE

- 42.1 No Completion Certificate shall be issued against orders for supply of goods only. However, for these cases, a copy of Good Receipt (GR) duly signed by concerned Store-in-charge will be forwarded to the Supplier.
- 42.2 Completion Certificate, in case of Purchase Orders for supply of Goods along with associated/incidental Services (like erection, installation, commissioning etc.) should be issued after completion of supplies/services in accordance with Contract.
- 42.3 Completion of supplies, for issuance of completion certificate, shall be completion of supply and acceptance of Goods in all respect as per provisions of Contract.
- 42.4 **Application for Completion Certificate:** When the Supplier fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The Purchaser/Consultant shall normally issue to the Supplier the Completion Certificate within one month after receiving any application thereof from the Supplier after verifying from the completion documents and satisfying himself that the supplies have



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been made in accordance with and as set out in the Contract.

42.5 **Completion Certificate:** Within one month from receipt of application from Supplier after the completion of the Supplies in all respects as specified above at clause no. 42.4, the Supplier shall be furnished with a certificate by the Purchaser/Consultant such completion. Purchaser's/Consultant's certification about completion of supplies in all aspects shall be binding and conclusive.

42.6 **Execution Certificate:** Execution Certificate during currency of Rate contract can be issued by Purchaser/Consultant against written request from Supplier.

43.0 PROVISIONS FOR BUY-BACK ITEMS:

The following provision for Buy-Back shall be applicable in the Contract, only if there is a specific mention of its applicability in ITB or SCC of Tender Document.

43.1 Old materials will be handed over to the Supplier in terms of the contract with proper documentation on "as is where is basis". The Supplier is required to take away such materials out of BGCL immediately after handing over to them.

43.2 The Supplier will not sell these materials to any Purchaser's employee without written permission of Purchaser/HR Department-Purchaser, to be obtained by the Purchaser employee(s). Even after such permission is obtained by employee(s), the Supplier is free to take decision whether to sell such item(s) to Purchaser employee(s) or not.

43.3 The Supplier will maintain a separate record for such sales to Purchaser employees and will make the same available as and when required by Purchaser.

43.4 The Supplier will accept payment only by Cheque/Demand Draft/e-banking (NEFT) for sale of old item(s) to BGCL employee(s).

43.5 The Supplier is required to take away the buy-back items out of BGCL premises at his cost within 14 days of notice. Failure or any delays of Supplier for removal of buy-back items, the Purchaser shall be entitled to recover handling and storage charges @5% of the buy-back value of such items for each month or part of a month without relieving the Supplier from any other related liability. In the event of the Supplier's failure to remove the same within a period of 6 months, the Purchaser will take action for removal through auction or sale on behalf of the Supplier and at his risk in all respects. The buy-back amount deducted from payment and proceed of such action or sale will be adjusted towards handling, storage and overhead charges of BGCL. The decision of Purchaser w.r.t. such removal and the amount of the proceeds shall be final and binding on the Supplier. The Purchaser shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever. Further, such action shall be considered as poor-performance and action will be taken as per procedure in this regard.

44.0 CONFIDENTIALITY:

The Supplier, its Sub-Contractor and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or



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confidential information related to work / Project, this Contract, or Purchaser's business or operations without the prior consent of the Purchaser.

45.0 INTELLECTUAL PROPERTY RIGHT:

The Supplier shall retain the copy right and other intellectual property rights in the Supplier's document and other design documents made by (or on behalf of) the Supplier. Subject to the confidentiality obligations, by signing the Contract, within the value of Contract, the Supplier shall be deemed to give to the Purchaser a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Supplier's documents for the operation, maintenance, repair of the Goods/Work / Plant, training and Statutory purposes, but not for any other purpose. Such documents of the Supplier shall not be used, copied or communicated to a third party by or on behalf of the Purchaser for the purposes other than those permitted, without the Supplier's Consent.

46.0 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Supplier on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices. The Procedure is also enclosed as Appendix-I to this GCC. Further, Bidder/Supplier accepts and solemnly affirms that they would adhere to the Fraud Prevention Policy of BGCL and shall not indulge themselves or allow others (working in BGCL) to indulge in fraudulent activities and that they would immediately apprise the Owner/BGCL/Employer / Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. Concealment of facts regarding Bidder/Supplier's involvement in fraudulent activities in connection with the business transaction(s) of BGCL is liable to be treated as crime and dealt with by the procedures of BGCL as applicable from time to time. The Fraud Prevention Policy document is available on BGCL's website (www.bgcl.co.in).

47.0 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Appendix II to this GCC.



Appendix -1

PROCEDURE FOR ACTION IN CASE OF 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.
- 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 CEO.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. 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 agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of GAIL /BGCL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/ BGCL,



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Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BGCL 's rights of audit or access to information.

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 BGCL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of Contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

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.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating



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agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:

- (i) **For Projects cases:** concerned Project Managers in case of Purchase Orders and concerned Construction-in Charge (where PMC is EIC)/ Engineer-in-Charge (EIC) in case of Contracts.
- (ii) **For other than Projects cases:** concerned Dealing officer in case of Purchase Orders and concerned Engineer-in-Charge (EIC) in case of Contracts.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BGCL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments including advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(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 BGCL 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)/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 BGCL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
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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 in BGCL/ GAIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BGCL.	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such Agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an Agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue 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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

- (i) Corporate Vigilance Department, based on the fact of the case gathered during



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investigation by them recommend for specific immediate action against the Agency.

- (ii) Corporate Vigilance Department, based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non performance of Bidder/Service Provider 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 shall be communicated to the Agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing shall 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 shall 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 BGCL.

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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works, services and consultancy 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 BGCL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any



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Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact', 'GCC' and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



Appendix 2

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants (*referred elsewhere as "Service Provider"*) 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 BGCL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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



iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned HOD would recommend for continuation or discontinuation of such party from the business of BGCL.

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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 **FOR PROJECTS**

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

S1. 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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant

- (a) First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

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



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

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

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

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

(C) 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 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

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

S1. 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



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- 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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant: Putting on Holiday (Red Card) for a period of One Year

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.



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

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

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

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

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

(C) 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 shall 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



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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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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

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

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BGCL 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.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

11. 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, BGCL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from



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participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BGCL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BGCL to the government exchequer, then, that Supplier shall be put under Holiday list of BGCL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BGCL.



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Annexure 1

Bengal Gas Company Limited
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 (**)

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 Authorized Signatory:
Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
---	----------------	-------

a) Upto 3 months	Before CDD	40
Delay upto 4 weeks		35
	8 weeks	30
	10 weeks	25
	12 weeks	20
	16 weeks	15
More than 16 weeks		0

b) Above 3 months	Before CDD	40
Delay upto 4 weeks		35
	8 weeks	30
	10 weeks	25
	16 weeks	20
	20 weeks	15
	24 weeks	10
More than 24 weeks		0

1.2 QUALITY PERFORMANCE 40 Marks

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

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

ii) When quality failure endanger	Failure of severe nature - Moderate nature	0 marks 5 marks
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system integration - low severe nature and safety of the system 10-25 marks

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



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1.3

RELIABILITY PERFORMANCE

20 Marks

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



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Annexure 2

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

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note

(#) Vendor/Supplier/Contractor/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	VER GOOD

Signature of Authorised Signatory:

Name:

Designation:



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Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
---	----------------	-------

a) Upto 3 months	Before CDD	40
Delay upto 4 weeks		35
	8 weeks	30
	10 weeks	25
	12 weeks	20
	16 weeks	15
More than 16 weeks		0

b) Above 3 months	Before CDD	40
Delay upto 4 weeks		35
	8 weeks	30
	10 weeks	25
	16 weeks	20
	20 weeks	15
	24 weeks	10
More than 24 weeks		0

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total	10 marks
quantity for normal cases		
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	5 marks 2 marks
3. No. of deviations > 2		0 marks



1.3

RELIABILITY PERFORMANCE

20 Marks

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



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SECTION-V

Scope of Work (SOW)



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Subject: Procurement of MDPE pipes for city gas distribution Project of Kolkata-GA on two years annual rate contract (ARC) basis.

Site Information :

Bengal Gas Company Limited (BGCL), A Joint Venture of GAIL (India) Limited (A Maharatna CPSE) and Greater Calcutta Gas Supply Corporation Limited (A Govt. of West Bengal Enterprises) has been established inter-alia for undertaking marketing, distribution and supply of Piped Natural Gas and Compressed Natural Gas in the geographical area of Kolkata and parts of it's adjoining districts of North 24 Parganas, south 24 Parganas, Howrah, Hooghly and Nadia.

Scope of Work:

1. Scope of work shall include (a) manufacturing as per Material Requisition & technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; and (h) Loading on truck/trailer & unloading at site.
2. **Packing, marking and shipment:**
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.
3. Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document.
4. **Delivery Schedule:**
All goods under the scope of the seller shall be delivered as per given schedule:

Item No.	Pipe Dia	Completion Period (FOT site basis)	
		Lot-1 (Qty in meter)	Subsequent Lot (Qty in meter)
1	Dia. 90 mm	12 weeks from FOA,- 10% of ordered qty	12 Weeks from the date of Written intimation/Release order- As per



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2	Dia. 63 mm	Requirement. Min 1 month time gap shall be provided in between two release orders.
3	Dia. 32 mm	

4.1.1 Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated BGCL's store/stores as per MR shall be considered as date of delivery.

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

4.1.2 Price Reduction Schedule (PRS) shall be applicable as per clause 11 below.

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

4.1.4 The delivery period shall be reckoned from the date of written intimation /FOA.

4.2 The delivery location of the material is as indicated in Material Requisition

5. 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. 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

7. Rejection

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



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7.2 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 EMPLOYER.

7.3 When materials are rejected by consignee the supplier shall be intimated promptly with the details of such rejected material with reasons, also giving locations where such materials are lying at the risk and cost of the party. The party will be called upon either to remove the materials or to give instructions to its disposal within 14 days and in case of dangerous and perishable materials within 48 hours failing which the consignee will return the materials to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall 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.

8. Annual Rate Contract Conditions:

i) Purchaser can award to seller(s) as per Schedule of Rates (SOR) in bid document, as & when required, during the validity of Rate Contract which will be 2 years from the date of Fax of acceptance.

ii) Item wise required quantities and completion period shall be informed to Seller by purchaser by a firm 'written Intimation'/'Release order' against subject Rate Contract during its validity.

iii) Price Reduction Schedule for delay in completion, Guarantee/ Warranty and contract value for Limitation of Liability will be applicable separately for each order (i.e. Release order).

iv) Quantity mentioned in the SOR is indicative only. There is no minimum guarantee of quantity to be ordered. Order for any quantity of MR / SOR item can be placed to the supplier as per the project requirement.

<u>Sl No</u>	<u>Required For</u>	<u>Pipe Dia</u>	<u>Specifications of MDPE pipe</u>	<u>UOM</u>	<u>Reqd Qty.</u>
1	CGD Project LMC Job	MDPE pipe 90MM dia.	Size (OD) mm-90, Grade of Material PE- 100. Standard Dimensions /Ratio (SDR)- 11	mtr	100000
2	CGD Project LMC Job	MDPE pipe 63MM dia	Size (OD) mm-63, Grade of Material PE- 100. Standard Dimensions /Ratio (SDR)- 11	mtr	300000
3	CGD Project LMC Job	MDPE pipe 32MM dia	Size (OD) mm-32, Grade of Material PE- 100. Standard Dimensions /Ratio (SDR)- 11	mtr	400000



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Scope of supply:

Manufacture and supply of Polyethylene Pipes (Grade of Material PE- 100, Standard Dimensions /Ratio (SDR)-11) on **24 Months Annual Rate Contract (ARC)** basis including transporting and handling of all pipes to storage yard and as per details given below:

GA Locations	Pipe Size (OD) –90 mm (in Meters)	Pipe Size (OD)- 63 mm (in Meters)	Pipe Size (OD) - 32 mm (in Meters)
Kolkata-GA	100000	300000	400000

Notes:

- 1) Quantities may vary considering project requirements.
- 2) Supplier shall submit documentary evidence like tax invoice etc.in support of actual freight.
- 3) Considering large size of GA's involving multiple districts/cities in each GA, as per requirement, supplies shall be made to designated stores which may be located anywhere within the GA. Exact location of stores shall be intimated prior to dispatch of material. However, GA name and delivery location is mentioned below:

Sl.No.	GA	Delivery location
1	Kolkata	Kolkata and parts of it's adjoining districts of North 24 Parganas, south 24 Parganas, Howrah, Hooghly and Nadia.

- 4) Bidders are requested to quote rate with due consideration of Unit of measurement of tendered item(s) given in SOR.
- 5) Tolerance of Maximum one coil length (size-wise and location-wise) will be allowed to complete the ordered quantity in a PO.



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TECHNICAL SPECIFICATION FOR POLYETHYLENE PIPES



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1. INTENT OF SPECIFICATION

The intent of this specification is to establish minimum requirements to manufacture and supply of Polyethylene Pipes used for supply of natural gas.

2. SCOPE OF WORK

The scope of the bidder will include manufacture/supply, inspection/testing/marketing/packaging/handling and dispatch of polyethylene pipes, of grade & thickness as indicated in the Material Requisition & Schedule of Rates, meeting all the requirements as laid down in IS:14885 (Specification for Polyethylene Pipes for the supply of gaseous fuels), as indicated in SOR including those for material used, dimensions, surface finish, performance test sampling/frequency/conformity etc. All codes and standards for manufacture, testing, inspection etc. shall be of the latest edition. Purchaser reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

3. INSTRUCTION TO THE TENDERER

Length of the Pipes and their supply will be as per following:-

- 32mm OD– In each Coil of 100 mtrs. Length
- 63mm OD– In each Coil of 100 mtrs. Length
- 90mm OD– In each Coil of 100 mtrs. Length

Protection

- The ends shall be protected by proper end caps to prevent from shocks and ingress of the foreign body.
- Coils shall be covered by black PVC/ PE Film or Hessian cloth to prevent Exposure to direct sunlight.

List of Documents

The successful bidder shall submit the following

For approval of Purchaser/Consultant after placement of order:

- The Quality Assurance Plan (QAP & Sampling Plan)
- Certified test result of PE Compound (clause 5 of IS:14885)
- Performance Requirements (clause 8 of IS:14885)
- Type Test (clause 9.1.2 of IS: 14885).

4. MARKING

- The pipe shall be marked in continues length in addition to the requirement of the applicable code.
- Marking on the pipe shall be as given below:



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“BENGAL GAS COMPANY LTD. Manufacturer’s Name PE100DN-X-
(W.T.) MM-SDR-GAS IS: 14885:2022 ISI CM/L-Batch or Coil no.-Sequential
Meter Marking“

Legend:

DN- Nominal Diameter

W.T.-Wall Thickness

SDR-Standard Dimensions Ratio



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APPENDIX-I:-

LIST OF PREFERRED MANUFACTURER/SUPPLIER FOR RAW MATERIAL OF POLYETHYLENE PIPES

Raw Material for PE 100 compound (Orange) shall be purchased from the following, as recommended by PE100+Association:

Product	Manufacturer
Borsafe™HE3492-LS-H(orange)	Boreali
Borsafe™HE3492-LS-H(orange)	Borouge
ELTEX®TUB125N2025(orange)	INEOSO&P
ELTEX®TUB125N6000(orange)	INEOSO&P
HostalenCRP100orange	LyondellBasell
TotalPetrochemicals–GradeXSC50–Orange	

APPENDIX-II:-

LIST OF PREFERRED TPI FOR POLYETHYLENE PIPES INSPECTION

The Successful Vendor shall choose any one Third party inspection agency (TPIA) from the below list along with QAP submission. Client / PMC shall be intimated regarding the TPIA. The Successful Vendor shall appoint the approved TPIA for inspection purpose and mention name of the approved TPIA in QAP.

- i. Det Norske Veritas (DNV)
- ii. Germanischer Lloyd
- iii. Bureau Veritas
- iv. Moody International
- v. SGS
- vi. Certification Engineer International Ltd (CEIL)
- vii. Technische Ulierwachungs Verein (TUV)
- viii. Velosi
- ix. American BureauServices(ABS)
- x. AB-Vincotte
- xi. Lloyd Register of Industrial Services
- xii. Meenaar Global
- xiii. VCS Quality Services Private Limited

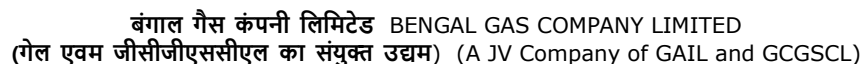
Apart from inspection by TPIA, inspection shall also be performed by PMC/Client's delegate, asset out and specified in the codes and particular documents forming this MR.



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QUALITY ASSURANCE PLAN

FOR POLYETHYLENE PIPES, Rev-01



BENGAL GAS COMPANY	Component/ Operation	Type/ Method of Check	Extent of Check	Equipment Used	Ref. Standard	Acceptance Norms	Format of Record	Agency			Remarks
								M	T	PMC /CLIENT	
No.											
A	RAWMATERIAL										
(i)	Density	Review of TC	For each Lot/batch of Raw Material used	Electronic Balance	IS:7328:2020 rawmaterial mfr. Test Certificate	As per clause 8.3 of IS14885:2022,Table-2	RMTC & Test results	V&P	W	R/W	Lot wise/ batch wise RMTC from the compound supplier shall be reviewed by the manufacturer's appointed TPIA & PMC/Client for compound classification (PE80/PE100) as per table-1 and its characteristics as per table-2 & 3 of IS14885:2022 along with results of tensile tests. Test mentioned against Sl No. A(i),(ii),(iii),(iv)and(v)shall be performed. By the PE pipe manufacturer and their QA/QC department. The same shall be witnessed by manufacturers appointed TPIA and Reviewed/Witnessed by PMC/Client. Further the Material test result carried out at PE pipe manufacturer works shall be produced to TPIA&PMC/Client for comparison with RMTC result.
(ii)	MeltFlowRate	Review of TC		MFR Tester	IS:2530:1963 & raw material mfr. Test Certificate	As per clause 8.4 of IS14885:2022,Table-2	RMTC & Test results	V&P	W	R/W	
(iii)	Thermal stability(OIT)	Review of TC		OIT Tester	IS14885:2022	As per clause 8.6 of IS14885:2022	RMTC & Test results	V&P	W	R/W	
(iv)	Pigment Dispersion	Review of TC		Dispersion Tester	IS14885:2022	As per clause 8.5 of IS14885:2022	RMTC & Test results	V&P	W	R/W	
(v)	Volatile matter content	Review of TC		Electronic Balance & Oven	IS14885:2022	As per clause 8.7 of IS14885:2022	RMTC & Test results	V&P	W	R/W	
(vi)	Resistance to Gas Constituents	Review of TC		-	IS14885:2022	As per clause 5.5 of IS14885:2022	RMTC	R	R	R	
(vii)	Anti-oxidant	Review of TC		-	IS14885:2022	As per clause 5.3 of IS14885:2022	RMTC	R	R	R	
(viii)	U.V. Stabilizer	Review of TC		-	IS14885:2022	As per clause 5.4 of IS14885:2022	RMTC	R	R	R	
(ix)	Classification of PE compound	Review of TC		-	IS14885:2022	As per clause 4.2 of IS14885:2022	RMTC	R	R	R	
(x)	Resistance to rapid crack propagation	Review of conformity certificate		-	IS14885:2022	As per ISO 4437-1:2014	conformity certificate	R	R	R	
(xi)	Calibration	Review of Certificates	-	-	Certificates	Certificates	-	R	R	R	
B	In process inspection										
1	Appearance										
(a)	Colour	Visual	Randomly as per IS14885	Visual	The colour of the pipe shall be Orange	As per clause 4.4 of IS14885:2022	Test Report	P	W	RW/R	
(b)	Finish of the pipe	Visual		Visual	IS14885:2022	As per clause 7 of IS14885:2022	Test Report	P	W	RW/R	
2	Dimension of Pipe										



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(a)	Outside Diameter	Measurement	Randomly as per IS14885	PI Tape/Vernier Caliper	IS14885:2022	As per IS14885:2022, Table-4	Test Report	P	W	RW/R	
(b)	Wall Thickness	Measurement		Ball Ended Micrometer	IS14885:2022	As per IS14885:2022, Table-6 & 7	Test Report	P	W	RW/R	
(c)	Ovality	Measurement		Vernier Caliper	IS14885:2022	As per IS14885:2022, Table- 5	Test Report	P	W	RW/R	
3	Marking	Visual		Visual	IS14885:2022	Indelible marking by Ink Jet Printing as per clause 10 of IS14885:2022 as given below	Test Report	P	W	RW/R	
4	Length	Measurement		As per PO	IS14885:2022	As agreed by the purchaser	Test Report	P	W	RW/R	
Note	For randomness selection, Sampling, frequency of test and criteria for conformity refer clause no 9. of IS14885:2022										
C	Final inspection										
1	Colour	Visual	Randomly as per IS14885	Visual	The colour of the pipe shall Be Orange	As per clause 4.4 of IS14885:2022	Test Report	P	W	RW/R	
2	Finish of the pipe	Visual		Visual	IS14885:2022	As per clause 7 of IS14885:2022	Test Report	P	W	RW/R	
3	Dimension of Pipe										
(a)	Outside Diameter	Measurement	Randomly as per IS14885	PI Tape/Vernier Caliper	IS14885:2022	As per IS14885:2022, Table- 4	Test Report	P	W	RW/R	
(b)	Wall Thickness	Measurement		Ball Ended Micrometer	IS14885:2022	As per IS14885:2022, Table- 6 & 7	Test Report	P	W	RW/R	
(c)	Ovality	Measurement		Vernier Caliper	IS14885:2022	As per IS14885:2022, Table-5	Test Report	P	W	RW/R	
4	Marking	Visual		Visual	IS14885:2022	Indelible marking by Ink Jet Printing as per clause 10 of IS 14885:2022 as given below	Test Report	P	W	RW/R	



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5	Length	Measurement		As per PO	IS14885:2022	As agreed by the purchaser	Test Report	P	W	RW/R	
6	Hydraulic Pressure resistance for 165 Hrs at 80°C (Plain Pipe)	Visual	As per Annex E of IS 4984	Hydrostatic Pressure Tester	IS14885:2022	As per clause No. 8.1 No failure or leakage for 165 Hrs at 5.4 MPa induced stress as per Table 9 of IS 14885:2022	Test Report	P	W	W/R	
7	Slow Crack Growth Rate Test-Hydraulic Pressure resistance for 500 Hrs at 80±1°C (for pipe size 63 mm dia and above) (Notched Pipe) (Type Test)	Visual	As per Annex J and Annex E of IS 4984	Hydrostatic Pressure Tester	IS14885:2022	As per clause No. 8.10. No failure or leakage at 0.92 MPa induced stress as per Table 9 of IS 14885:2022	Test Report	P	R	R	Test pieces to be prepared as per Annex J of IS 4984 from SDR 11 & PE pipe size 110 mm dia, or ordered nearest Higher size SDR 11 nominal dia pipes.
Note: If pipe sizes below 63 mm are manufactured then the test mentioned in SDR 11 above is not required. However in such cases the test certificate from the raw material (resin) supplier for establishing conformity to the above requirement for pipe size 110 mm or above (SDR 11) pipe will suffice											
8.	Squeeze – Off Test (Type Test)		As per Annex-	Hydrostatic		Hydrostatic strength at 80°C for 165 hrs at 5.4 MPa					Review test report and no signs of



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		Review	C of IS14885:2 022 AnnexE	Pressure Tester	IS 14885:2022	after squeeze-off and subsequent re-rounding, shall be demonstrated by testing in accordance with Annex C.	Test Report	P	R	R	Localized swelling, leakage or weeping to be observed. Test Specimen should not burst during the prescribed test duration.
9	Hydraulic Pressure resistance for 1000 Hrs 80°C (Plain Pipe) (Type Test)	Review	As per Annex E of IS4984	Hydrostatic Pressure Tester	IS14885:2022	As per clause No. 8.1 No failure or leakage for 1000 Hrs at 5.0 MPa induced stress as per Table 9 of IS14885:2022	Test Report	P	R	R	Review the type test report and compare with RM supplier's TC. Frequency of test shall be once in four years.
10	Hydraulic Pressure resistance for 100 Hrs20°C(Plain Pipe) (Type Test)	Review		Hydrostatic Pressure Tester	IS14885:2022	As per clause No. 8.1 No failure or leakage for 100Hrs at 12.0 MPa induced stress as per Table 9 of IS14885:2022	Test Report	P	R	R	Review the type test report and compare with RM supplier's TC. Frequency of test shall be Once in two years.
11	Reversion	Measurement	Annex F of IS4984	Vernier Caliper & Oven	IS14885:2022	As per clause No. 8.2 IS14885:2022 reversion shall not be greater than 3%	Test Report	P	W	W/R	
12	Density	Measurement		Electronic balance	IS:7328:2020 & raw material mfr.Test Certificate	As per clause 8.3 of IS14885:2022,Table-2	Test Report	P	W	W/R	
13	Melt flow Rate	Measurement		MFR Tester	IS:2530:1963 & raw materialmfr. TestCertificate	As per clause 8.4 of IS14885:2022,Table-2	Test Report	P	W	W/R	The tested value of MFR shall be within ± 20 percent of the nominated value declared by the compound manufacturer as per table-2 of IS14885:2022
14	Pigment Dispersion	Visual	As perAnnex A, of IS14885	Dispersion Tester	IS14885:2022	As per clause8.5 of IS14885:2022	Test Report	P	W	W/R	
15	Thermalstability(OIT)	Measurement	Annex B of IS4984	OIT Tester	IS14885:2022	As per clause 8.6 of IS14885:2022	Test Report	P	W	W/R	
16	Tensile yield strength	Measurement	Annex H of IS 4984	Tensile & Elongation Tester	IS14885:2022	As per clause 8.8 of IS14885:2022	Test Report	P	W	W/R	At 23 ± 1 °C the yield stress andelongation at break shall 15 MPa,Minand350percent,Minrespectiv ely.
	Elongation at break	Measurement			IS14885:2022	As per clause 8.8 of IS14885:2022	Test Report	P	W	W/R	
17	Volatile matter content	Measurement	Annex C of IS4984	Electronic Balance &Oven	IS14885:2022	As per clause 8.7 of IS14885:2022	Test Report	P	W	W/R	



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18	Resistance to Weathering (Type Test)	Review	AnnexB	-	-	As per supplier's TC, As per clause 5.6 & 8.9 of IS 14885:2022	RMTC & Test Report	P	R	R	
19	Calibration	Review of Certificates	-	-	Certificates	Certificates	-	V/R	R	R	
20	Supply, Packing Handling and Transportation of PE Pipe	Visual	-	-	IS14885:2022	As per clause 11 of IS14885:2022	Test Report	P	W	W/R	
Note	For randomness selection, Sampling, frequency of test and criteria for conformity refer clause no 9.0 of IS14885:2022										

Marking:-

CLIENT NAME SUPPLIER NAME PE100 DNX(W.T)MMSDR11GASIS:14885(ISI LOGO) CM/L.....BATCH NO METER MARKING COIL NO... GAS

Legend:

M –Manufacturer of PE Pipes, TPIA- Third Party Inspection Agency, PMC– Project Management Consultant, RW-random Witness, R–Document Review, P–Perform, W–Witness, V–Verification of documents, RMTC –Raw Material Test Certificate, R/W:-Review or Witness

Notes:

1. In case of volatile matter $\geq 250\text{mg/kg}$ and $\leq 350\text{mg/kg}$, Water Content Test as per EN:12118/ISO:760 shall be performed and witnessed by TPI and reviewed by PMC/Client.
2. All Type tests shall be reviewed with raw material suppliers' test certificate/conformity certificate.
3. All external labs, if used for testing, shall be NABL accredited.
4. TPIA/PMC shall check the material while opening of bag and the raw material shall be loaded in the hopper in their presence. Additionally, PMC/ CLIENT reserves the right to inspect randomly or review the record prior to giving clearance for dispatch.
5. Since all standards are subject to revision, the latest revision shall supersede the order one and be referred for manufacturing of PE pipes.
6. Sample size of each type of test shall be as follows:

Type of Test	Table to be referred from IS 14885:2022
Type test	Table-11
Acceptance Tests	Table-12
Scale of Sampling for Visual and Dimensional Requirements	Table-13
Scale of Sampling for Acceptance Tests other than Visual and Dimensional Requirements	Table -14

FOR CONTRACTOR/SUBCONTRACTOR
(Stamp & Sign)



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SECTION-VI

Special Conditions of Contract (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 General:

Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, General Purchase conditions, specifications of items, drawings and any other document forming part of this contract wherever the contract so requires.

- 1.1. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2. The materials, design and workmanship shall satisfy the applicable relevant Indian & International Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.3. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent of such repugnance of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.

2.0 Site Information

Bengal Gas Company Limited (BGCL), A Joint Venture of GAIL (India) Limited (A Maharatna CPSE) and Greater Calcutta Gas Supply Corporation Limited (A Govt. of West Bengal Enterprises) has been established inter-alia for undertaking marketing, distribution and supply of Piped Natural Gas and Compressed Natural Gas in the geographical area of Kolkata and parts of it's adjoining districts of North 24 Parganas, south 24 Parganas, Howrah, Hooghly and Nadia.

3.0 Scope of Work:

- 3.1 Scope of work shall include (a) manufacturing as per Material Requisition & technical specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; and (h) Loading on truck/trailer & unloading at site.

3.2 Packing, marking and shipment:

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



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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.

- 3.3 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per this Bidding Document.

4. Delivery Schedule:

All goods under the scope of the seller shall be delivered as per given schedule:

Item No.	Pipe Dia	Completion Period (FOT site basis)	
		Lot-1 (Qty in meter)	Subsequent Lot (Qty in meter)
1	Dia. 90 mm	12 weeks from FOA,- 10% of ordered qty	12 Weeks from the date of Written intimation/Release order- As per Requirement. Min 1 month time gap shall be provided in between two release orders.
2	Dia. 63 mm		
3	Dia. 32 mm		

4.1.1 Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated BGCL's store/stores as per MR shall be considered as date of delivery.

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

4.1.2 Price Reduction Schedule (PRS) shall be applicable as per clause 11 below.

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

4.1.4 The delivery period shall be reckoned from the date of written intimation /FOA.

4.2 The delivery location of the material is as indicated in Material Requisition

5. Dispatch Instructions:



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

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

6. Independent Seller:

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

7. Rejection

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

7.2 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 EMPLOYER.

7.3 When materials are rejected by consignee the supplier shall be intimated promptly with the details of such rejected material with reasons, also giving locations where such materials are lying at the risk and cost of the party. The party will be called upon either to remove the materials or to give instructions to its disposal within 14 days and in case of dangerous and perishable materials within 48 hours failing which the consignee will return the materials to the party on freight to pay or dispose it at the site on contractor's risk and cost. The purchaser shall 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.

8. Annual Rate Contract Conditions:

i) Purchaser can award to seller(s) as per Schedule of Rates (SOR) in bid document, as & when required, during the validity of Rate Contract which will be 2 years from the date of Fax of acceptance.

ii) Item wise required quantities and completion period shall be informed to Seller by purchaser by a firm 'written Intimation' / 'Release order' against subject Rate Contract during its validity.

iii) Price Reduction Schedule for delay in completion, Guarantee/ Warranty and contract value for Limitation of Liability will be applicable separately for each order (i.e. Release order).

iv) Quantity mentioned in the SOR is indicative only. There is no minimum guarantee of quantity to be ordered. Order for any quantity of MR / SOR item can be placed to the supplier as per the project requirement.



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9. Terms of Payment:

9.1 90% of Invoice value including transportation with 100% taxes and duties will be paid progressively on receipt of material at storage yard after adjustment against PRS and against submission of invoice in triplicate along with:

- i) Inspection release note by Purchaser/Purchaser's agency.
- ii) Copy of LR
- iii) Packing List
- iv) Dispatch instructions/clearance by Purchaser/Purchaser's agency

The invoice (as per GST Act/ Law) shall be raised in the name of Engineer-in-Charge, BGCL as per PO.

9.2 Balance 10% amount of Invoice value shall be paid within 30 days on receipt and acceptance of complete materials at storage yard against submission of Claim Advice / Supplementary Invoice along with:

Confirmation by Purchaser/Purchaser's agency against receipt of documents as specified in Vendor Data Requirement in MR.

9. Warranty:

Warranty shall remain valid for twelve (12) months from the date of successful commissioning of items or Eighteen (18) Months from the date of delivery of last shipment whichever is earlier.

10. Price Reduction Schedule (PRS): PRS will be applicable as per GCC.

11. Defect Liability Period (DLP): Applicable as per GCC



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SECTION-VII

SCHEDULE OF

RATES/PRICE SCHEDULE

**[Note: Prices shall be quoted strictly in GeM
Portal Inclusive of all charges & GST]**



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IMPORTANT NOTE: BIDDERS TO NOTE THAT THE PRICES TO BE QUOTED ON GEM PORTAL

(Refer below mentioned guidelines)

As GeM portal does not allow quoting unit rates during submission of bids against Handling and Transport on Lumpsum Basis bid. Therefore, a sample illustration is mentioned here below for bidder's reference purpose only.

SAMPLE ILLUSTRATION						
Notes: (i) The quantity against respective SOR items on GeM portal "the quantity of procurement "1" indicates Project based or Lump-sum based hiring: 1" may appear. The bidder shall quote total amount including all charges and GST against respective SOR items. (ii) The unit rates for various SOR items shall be derived by BGCL through reverse calculation for award and execution of contract. (iii) Bidder is solely responsible for any mistake committed while quoting price on GeM portal. (v) Table of Illustration:						
						TO BE QUOTED ON GEM PORTAL
SOR Item No.	Description/ Activity	UOM	QTY.	Unit Rate / excluding GST in Rs.	Unit rate/ Percentage including GST (GST@18 % is considered in illustration)	TOTAL AMOUNT INCLUDING ALL CHARGES AND GST
XXXX	YYYY	ZZ	10	1000.00	1180.00	11,800.00

Items Nos.	DESCRIPTION	UNIT	QTY	Unit Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable). (In figures)	Unit Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable). (In words)	Total Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable). Col (4x5)	Unit Inland transportati on upto Delivery location and other costs incidental to delivery of goods	GST (CGST&SGST/UTGST or IGST) on the finished goods		Unit FOT Site Price Col. (5+7+8b)	Total FOT Site Prices Col. 9X4 (Including GST)
								%	Amount		
				INR		INR	INR		INR	INR	INR
1	2	3	4	5		6=4x5	7	8a	8b	9	10
1.0	Manufacture and supply of Polyethylene Pipe, pipes on 24 months Annual Rate Contract (ARC) including transporting and handling of all pipes to storage yard as per details given below: SUPPLY OF PE PIPES- IS: 14885										
1	Size (OD) mm-90, Grade of Material PE-100, Standard Dimensions /Ratio (SDR)-11	Meters	100000								To be quoted in GeM Portal
2	Size (OD) mm-63, Grade of Material PE-100, Standard Dimensions /Ratio (SDR)-11	Meters	300000								To be quoted in GeM Portal
3	Size (OD) mm-32, Grade of Material PE-100, Standard Dimensions /Ratio (SDR)-11	Meters	400000								To be quoted in GeM Portal