

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-03-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-03-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Contract & Procurement
संगठन का नाम/Organisation Name	Bengal Gas Company Limited
कार्यालय का नाम/Office Name	Kolkata
वस्तु श्रेणी /Item Category	Custom Bid for Services - Lumpsum Charges towards Hiring of contract Manpower for Support Services for Bengal Gas Company Limited for 02 years
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> • Facility Management Service- Manpower based (Version 2) • Manpower Outsourcing Services - Man-days based • Manpower Outsourcing Services - Fixed Remuneration • Manpower Outsourcing Services - Minimum wage
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	2000000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

लाभार्थी /Beneficiary :

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

(Bengal Gas Company Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1773298635.pdf](#)

Scope of Work:[1773311874.pdf](#)

Payment Terms:[1773311882.pdf](#)

GEM Availability Report (GAR):[1773311972.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
23-03-2026 15:00:00	Virtual Mode through MS -Teams and same may be joined through following link: https://teams.microsoft.com/meet/43475064273204? p=tfNOyVV2nU8Qb8mxBN Meeting ID: 434 750 642 732 04 Passcode: bA6fj2vv

Custom Bid For Services - Lumpsum Charges Towards Hiring Of Contract Manpower For Support Services For Bengal Gas Company Limited For 02 Years (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Lumpsum Charges towards Hiring of contract Manpower for Support Services for Bengal Gas Company Limited for 02 years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	131013738

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sourabh Sarkar	700161,1st Floor, Block A, Finance Centre, CBD Action Area - II B, Newtown, North 24 Parganas, Kolkata, West Bengal, India,700161	Project / Lumpsum Based	N/A

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

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

2. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---



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 टाऊन, 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

HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BGCL CGD PROJECT FOR A PERIOD OF TWO (02) YEARS

GEM BIDDING DOCUMENT NO: [GEM/2026/B/7348363](#)

TENDER THROUGH GEM-PORTAL

Contact Person:

- Shri B Sonowal, Head (C&P) / Sourabh Sarkar, Manager (C&P)
Ph.: 033 23248161, Email: hodenp@bgcl.co.in / cnpmgr@bgcl.co.in





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/2026/B/7348363](#)

Date: 12.03.2026

To,

[PROSPECTIVE BIDDERS]

SUB: HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BGCL CGD PROJECT FOR A PERIOD OF TWO (02) YEARS

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	HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BGCL CGD PROJECT FOR A PERIOD OF TWO (02) YEARS		
(B)	GEM BID NO. & DATE	GEM/2026/B/7348363 DATE 12.03.2026		
(C)	COMPLETION/CONTRACT PERIOD	02 (TWO) YEARS		
D)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>	INR 20,00,000/- (Refer clause no.16 of ITB)
		NOT APPLICABLE	<input type="checkbox"/>	
(D1)	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per clause no. 16.8 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: 16.03.2026 Time: 12:00 Hours Venue: Virtual Mode through MS –Teams and same may be joined through following link: https://teams.microsoft.com/meet/43475064273204?p=tfNOyVV2nU8Qb8mxBN Meeting ID: 434 750 642 732 04 Passcode: bA6fj2vv Download Teams Join on the web		
(F)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : B Sonowal / Sourabh Sarkar Designation: Head (C&P) / Manager (C&P) Phone No.: 033 2324 8161 e-mail : hodcnp@bgcl.co.in / cnpmgr@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
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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/2026/B/7348363.
- 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.**

This is not an Order.

For & on behalf of

Bengal Gas Company Limited

(Authorized Signatory)

**BHUBAN
SONOWAL**

Digitally signed by
BHUBAN SONOWAL
Date: 2026.03.12
15:51:03 +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
BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

[A] BID EVALUATION CRITERIA-TECHNICAL

[A.1] Bidder should have successfully executed at least One (01) Order/Contract valuing not less than **Rs. 6,12,79,356/- (Indian Rupees Six Crores Twelve Lakhs Seventy-Nine Thousand Three Hundred Fifty-Six Only)** for Manpower Supply in Oil and Gas Sector in any Govt. /PSU / Public Ltd Company /Pvt Ltd. Company in the preceding '**07 (Seven) years**' as on final due date of bid submission.

OR

Bidder should have successfully executed at least Two (02) Order/Contract each valuing not less than **Rs. 3,82,99,597/- (Indian Rupees Three Crores Eighty-Two Lakhs Ninety-Nine Thousand Five Hundred Ninety-Seven Only)** for Manpower Supply in Oil and Gas Sector any Govt. /PSU / Public Ltd Company /Pvt Ltd. Company in the preceding '**07 (Seven) years**' as on final due date of bid submission.

OR

Bidder should have successfully executed at least Three (03) Order/Contract each valuing not less than **Rs. 3,06,39,678/- (Indian Rupees Three Crores Six Lakhs Thirty-Nine Thousand Six Hundred Seventy-Eight Only)** for Manpower Supply in Oil and Gas Sector in any Govt. /PSU / Public Ltd Company /Pvt. Ltd. Company in the preceding '**07 (Seven) years**' as on final due date of bid submission.

[A.2] The bidder should have valid PF & ESIC registration certificate issued by Employees Provident Fund Organization (EPFO) & the Employees State Insurance Corporation (ESIC) respectively in their name and must be valid as on bid due date. Copy of valid registration certificates are to be submitted as a part of its bid in support of the same.

[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 **Rs. 3,82,99,597/- (Indian Rupees Three Crore Eighty-Two Lakhs Ninety-Nine Thousand Five Hundred Ninety-Seven Only)**.

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 **Rs. 76,59,919.00 (Indian Rupees Seventy-Six Lakhs Fifty-Nine Thousand Nine Hundred Nineteen Only)**.

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.

[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 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** Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. Original letter for line of credit is to be submitted by bidder as per provisions of tender.
- D.7** 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) **BEC (Financial/Turnover Criteria):** The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
- (c) 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	Technical Criteria	<p>Documentary proof in the form of copy of detailed order/Letter of Acceptance/Agreement along with schedule of rates and completion certificate/execution certificate against the work order issued by end user/owner (or their consultant who has been duly authorized by owner).</p> <p>The completion certificate/execution certificate must clearly indicate the following:</p> <ul style="list-style-type: none">(i) Name & Address of Client and officer issuing certificate.(ii) Reference to relevant work order.(iii) Actual value of executed work.(iv) Stipulated date of start and date of actual completion A certificate from the client stating that the work has been completed satisfactorily. <p>Documents must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.</p>
A.2	Technical Criteria	<p>Copy of valid EPF & ESIC registration certificate. The submitted documents must be valid as on final due date of bid submission.</p> <p>Documents must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.</p>
B	Documents Required-Financial Criteria	
B.1, B.2 &	Average Annual Turn-over, Net	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account



BEC Clause no.	Description	Documents required for qualification
B.3	Worth, Working Capital	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] AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA:

(i) Technical Criteria of BEC:

All documents submitted in support of Technical Criteria of BEC shall be duly certified/ attested by chartered engineer & notary public with legible stamp.

(ii) Financial/ Turnover Criteria of BEC:

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).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by chartered accountant/ Certified Public Accountant (CPA) and Notary Public with legible stamp.

[H] ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN FIFTY PERCENT OF THE PAID UP SHARE CAPITAL OF THE BIDDER COMPANY OR VICE VERSA:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other



arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (as per format enclosed at Appendix- A1 to Section II) between the bidder and the supporting company.
- (ii) Guarantee (as per format enclosed at Appendix- A2 to Section II) by the supporting company to BGCL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per Appendix- A2A to Section II.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3 to Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by BGCL due to non-performance of the bidding company.

Note:

1. In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited/Action will be taken as per Bid Security declaration.
2. The Financial BEC of tender is to be met by bidder on their own.
3. The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
4. The clause I as below shall be applicable to above supporting company also.



- I. 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.

II] 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:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:



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

Explanation—

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

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.

11. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

[Note: Procurement of raw material, components, etc. does not constitute sub- contracting]

[J] BID EVALUATION METHODOLOGY:

- i. Evaluation of the Price Bids shall be carried out on overall 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 overall L-1 bidder.
- ii. Bidders are required to quote for all the line items. If any bidder quotes for part quantity/ Part line item/ Part Item, their bid shall be considered incomplete and shall not be evaluated.
- 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.



बंगाल गैस कंपनी लिमिटेड BENGAL GAS COMPANY LIMITED
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- iv. Purchase Preference to MSE bidders as per PPP'12 (which is latest related to purchase preference to MSE) and Purchase Preference to Make in India as per PPP-MII shall be applicable. The contract shall be treated as 'Non-divisible contract' for application of Purchase preference.



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:



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

To,

M/s BENGAL GAS COMPANY LIMITED

SUB:

TENDER NO:

Dear Sir

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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



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SECTION-III

INSTRUCTION TO BIDDERS

(TO BE READ IN CONJUNCTION WITH

BIDDING DATA SHEET (BDS)



INSTRUCTION TO BIDDERS

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11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
32. EVALUATION AND COMPARISON OF BIDS
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT



39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS) (NOT APPLICABLE)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. PROVISION FOR STARTUPS
50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
52. DOCUMENTS FOR PAYMENT
53. ASSIGNMENT/SUBLET

[G] ANNEXURES:

1. ANNEXURE-II: BIDDING DATA SHEET (BDS)



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.

IC] – 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:

- 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- 'Bidder's General Information', as per 'Form F-1'.
- 'Agreed Terms and Conditions', as per 'Form F-5'
- '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:
- If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:
 - acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - 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:

- 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) to whom exemption is allowed as per Clause no. 16.8 above 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:
- Based on rates of Machine and labour as available from the contract (which includes service provider’s supervision, profit, overheads and other expenses).
 - 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-Services/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 HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BGCL CGD PROJECT FOR A PERIOD OF TWO (02) YEARS												
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" style="margin-left: 40px;"><tr><td style="text-align: center;">YES</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">NO</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table> <p>Details of Buyer:</p> <table border="1" style="margin-left: 40px;"><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
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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. "EMD/....." in narration while remitting the EMD / Bid Security amount and 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) ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017						
F. AWARD OF CONTRACT							
ITB Clause	Description						
37	State of India which stamp paper is required for Contract Agreement: Any State						
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%;"><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input type="checkbox"/></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 style="text-align: center;">OR</p>			APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>						
NOT APPLICABLE	<input type="checkbox"/>						



	<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> <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 30 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 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, 2024

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	<p>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</p>
2	<p>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.</p>
3	<p>Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc</p>
4	<p>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</p>

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).



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

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:

[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)

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]

Date:

Name:

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 it 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

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F-5	AGREED TERMS & CONDITIONS
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F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
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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:



E-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)
[This Format supersedes 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),

In accordance with Letter Inviting Tender under your reference No ___M/s._____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for

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

We, the _____ Bank at _____

having our Head Office _____ (Local Address) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crore] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Bengal Gas Company Limited, the amount

_____ without any reservation, protest, demur and recourse. Any such demand made by BGCL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s.

_____ whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only) .
....
- This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- 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.



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

The Bank doth hereby declare that Shri /Ms. _____ who is the _____ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
E-Mail ID:
Telephone/Mobile No. :
Date:

(OFFICIAL ADDRESS)

Confirmation Email Id :

IFSC Code of Issuing Bank :

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause -16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Deposit has been issued as per proforma provided below..
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).



**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-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 polices 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:

[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-2B
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 Tender 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.)



FORMAT F-2C

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Bengal Gas Company Limited _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB 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),

In accordance with Tender Document under your reference No. _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____ having our Head Office _____ (Local Address)

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

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

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 expiry date of Insurance Surety Bond should be two months beyond the validity of bid) 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 Bengal Gas Company Limited (BGCL) under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____

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

Name

Designation

WITNESS:

1. _____
 (SIGNATURE)

 (NAME)

 (OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date:

2. _____
 (SIGNATURE)

 (NAME)

 (OFFICIAL ADDRESS)



INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

- The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 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.
- 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.
- The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
- The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16.3".
- A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

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	TENDER 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-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 "contractor/supplier/consultant" 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 Supplier/Contractor/Consultant 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 _____ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crore] or its equivalent in foreign currency, 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. _____ (Supplier/Contractor/Consultant) 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 Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that BGCL may have in relation to the Supplier's/Contractor's/Consultant'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 Supplier/Contractor/Consultant 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/Consultant 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. The Bank doth hereby declare that Shri/Ms. _____ who is the _____ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
 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.



Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name: _____

Designation: _____

Yours faithfully,

Confirmation Email ID:

Bank by its Constituted Attorney

Signature of a person duly

IFSC Code of Issuing Bank:

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. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

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						



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

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:

(iii) This letter forms an integrated part of FDR

(iv) 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.



- 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	



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,	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bidder's Bid may be rejected.	
18.	<p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable</p> <p>"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."</p>	
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.	<p>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.</p> <p>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.</p>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>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.</p> <p>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.</p>	
22.	<p>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.</p>	
23.	<p>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.</p> <p>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.</p>	
24.	<p>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.</p>	
25.	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
26.	<p>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.</p>	
27.	<p>In case of any variance in the terms and conditions between GeMContract and PO/LOA, the terms and conditions of PO/LOA shall prevail.</p>	
28.	<p>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.</p>	
29.	<p>As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are</p>	



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

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or 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 :



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

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 (<i>Specify</i> 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	Technical Criteria	<p>Documentary proof in the form of copy of detailed order/Letter of Acceptance/Agreement along with schedule of rates and completion certificate/execution certificate against the work order issued by end user/owner (or their consultant who has been duly authorized by owner).</p> <p>The completion certificate/execution certificate must clearly indicate the following:</p> <ul style="list-style-type: none">(i) Name & Address of Client and officer issuing certificate.(ii) Reference to relevant work order.(iii) Actual value of executed work.(iv) Stipulated date of start and date of actual completion A certificate from the client stating that the work has been completed satisfactorily. <p>Documents must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.</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
A.2	Technical Criteria	Copy of valid EPF & ESIC registration certificate. The submitted documents must be valid as on final due date of bid submission. Documents must be duly certified / attested by a Chartered Engineer and Notary Public with legible Stamp.			
B	Documents Required-Financial Criteria				



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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
B.1, B.2 & B.3	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.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.			

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.



E-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 endeavour 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.



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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**”



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INDEPENDENT EXTRNAL 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 authorised 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 may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Sh. B Sonowal, Head (C&P)- Email: hodcnp@bgcl.co.in) in BGCL 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, 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).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties.

The essential ingredients of the Pact include:

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. The principal will enter into agreements with identical conditions as this one with all bidders and contractors.


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Head (C&P)
Bengal Gas Company Limited
1st Floor, Block-A, Finance Centre,
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- 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 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.


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- vii) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor be solely responsible for the adherence to the provisions of IP by the Subcontractor(s).
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) / 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 any other 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 tender process 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.


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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.

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.
5. 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.
6. 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.
7. 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.


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8. 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.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. 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.


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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)

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Bengal Gas Company Limited
1st Floor, Block A, Finance Centre,
CBD, Action Area - IIB, Newtown,
North 24 Parganas,
Kolkata - 700161, West Bengal, India

(For & on Behalf of Bidder/Contractor)

(Office Seal)

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

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

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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 — I DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms:

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The "Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Bengal Gas Company Limited (BGCL), a public limited company, incorporated under the Company's Act 1956 and 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 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.



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“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider's/ Bidder's Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract” or “Total Contract Price” means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

“Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

“Working Day” means any Day which is not declared by the Employer to be holiday or off-day.



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) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon 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 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 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 provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT:

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.



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- 1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.



SECTION — II

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT:

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT:

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA:

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA:

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants



not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT:

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider 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 enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies 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/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available at BGCL website.

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS:

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation/severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST:

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project



resulting from or closely related to the Services.

2.9 ABNORMAL RATES:

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)



Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC.

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:

2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:



- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS):

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.
- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.



2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

- a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable: -

- a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilizing in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or



damage to such materials, equipment and plant.

- b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorized or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub-clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover



handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION:

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT:

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator



or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with BGCL. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or



things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE:

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising 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;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by



issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such outbreak of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE:

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilization Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by 1/2 (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / its Contract Performance Security payable on demand.



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The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BGCL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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.

2.23 ASSIGNMENT/SUBLET:

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, 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 Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

2.24 LIENS:

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so



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paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

- 2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.
- 2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:

- 2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.
- 2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of

Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS:

- 2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.



2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES:

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION:

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.



2.32 NOTICE

- 2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorized representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.
- 2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.
- 2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33 CONFIDENTIALITY:

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT:

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent



SECTION - III

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES:

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES:

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non- performance. The decision of the EIC as to any question arising under this clause shall be final and



conclusive.

3.4 SUSPENSION OF SERVICES:

- 3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.
- 3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD:

- 3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.
- 3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE:

- 3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion



Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 EXECUTION CERTIFICATE:

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE:

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence



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- of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business intemption which is connected with any claim arising under the Contract.

3.9 INDEMNITY:

- 3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.



SECTION — IV

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE:

- 4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS:

4.2.1 SERVICE PROVIDER'S REMUNERATION:

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary



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work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.



4.3 PROCEDURE FOR BILLING OF SERVICES:

4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived



by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE:

- 4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.
- 4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.
- 4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.
- 4.5.4 INSURANCE TYPES:

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.



4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording:“ The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.

4.5.10 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6 TAXES AND DUTIES:

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or



State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub- division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

- 4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX:

- 4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders as 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.
- 4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also



not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC) if non- resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS:

- 4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.
- 4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.
- 4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.
- 4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.



4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.
- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.



5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.



- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS:

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES:

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be



prominently posted in Service Provider's field office.

- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES:

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS:

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE:

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT:

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;



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- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/services at site under Contract, not used by them for work/services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;



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- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.



6.0 DISPUTE RESOLUTION AND ARBITRATION:

6.1 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 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.

6.2 ARBITRATION:

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 6.2.6 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 6.2.1 below or Institutionalized Arbitration as provided at Clause 6.2.2 below, the remaining clauses from 6.2.3 to 6.2.7 shall apply to both Ad-hoc and Institutional Arbitration: -

- 6.2.1 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



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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

- 6.2.2 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.
- 6.2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 6.2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Kolkata only.
- 6.2.5 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.
- 6.2.6 List of Excepted matters:
- (iii) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - (iv) 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.
 - (v) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BGCL has been made final and binding in terms of the Contract.
- 6.2.7 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.



6.3 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 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.

The above provisions mentioned at clause no.6.1 & 6.2 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in elsewhere in tender document.

6.4 JURISDICTION:

6.4.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at Kolkata only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at Kolkata only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

6.5 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 Services in accordance with the provisions under this Contract.



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:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - 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, 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:



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- (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 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:



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S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday 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 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



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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 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 (under Clause no. 2.17.3 of GCC-Services)
- (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 (under Clause no. 2.17.3 of GCC-Services)

(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.

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



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**



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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 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

quantity for normal cases

ii) When quality failure endanger Failure of severe nature 0 marks
- Moderate nature 5 marks

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 quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the System	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations < 2	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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PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No.

dated -----

Contract Agreement for the Services of ----- of Bengal Gas Company Limited. made on dated..... between (Name and Address) -----, hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Bengal Gas Company Limited hereinafter called the “Employer” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression “Contract” wherever herein used.

AND WHEREAS



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The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

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

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.



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The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

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

Signed and Delivered for and on behalf of Employer.
Bengal Gas Company Limited
Name of the Service Provider

Signed and Delivered for and
on behalf of the Service Provider

Date:

Date:

Place:

Place:

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.



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SECTION-V

Scope of Work (SOW)



SCOPE OF WORK:

1. INTRODUCTION

- 1.1 Bengal Gas Company limited (BGCL), a Joint Venture Company of GAIL (India) Limited, A Maharatna CPSU and Greater Calcutta Gas Supply Company Limited (A Government of West Bengal Enterprise), has been authorized by PNGRB for undertaking the project of City Gas Distribution network for distribution of natural gas to Transport, Industrial, Commercial Sector and Domestic Gas to Household through pipeline network at Kolkata Municipal Corporation area and part of adjoining districts Howrah, Hooghly, North 24 Paraganas, South 24 Paraganas and Nadia. Office of BGCL is at 1st Floor, Block-A, Finance Centre, CBD, Action Area-II B, New Town, Kolkata – 700161
- 1.2 The scope of work shall be to provide qualified and experienced personnel on contract basis as mentioned in scope of work **ANNEXURE (TSW 1-8)** as and when requested by BGCL, to assist BGCL in its CGD Project construction and other activities in different construction sites/ offices within Kolkata GA i.e within Kolkata Municipal Corporation (KMC) area and part of adjoining districts Howrah, Hooghly, North 24 Paraganas, South 24 Paraganas and Nadia.
- 1.3 An indicative list of works and area of project, wherein the Contractor will be required to deploy manpower as per BGCL's requirements time to time within contract period is mentioned as above.
- 1.4 The subject of this tender is to invite Bids from reputed Contractor to provide Contract Manpower for Support Services for BGCL CGD Project.

2. SCOPE OF WORK

The Scope of Work includes but not limited of the following:

- 2.1 The Scope of Work includes assistance for providing support services of different category at workplace/ office as advised from time to time as per requirement in area of Kolkata GA and its working sites i.e., in KMC area and adjoining area of Part of North 24 Parganas, South 24 Parganas, Howrah, Hooghly and Nadia districts or any other place.
- 2.2 The services will be provided based on the organizational requirement as assessed and identified as per requirement from time to time and may be provided at Kolkata and its various working sites/ Offices.



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- 2.3 The place where services will be required are identified as workplace.
- 2.4 Technical Scope of Work of different Department are as Annexure TSW-1, TSW-2, TSW-3, TSW-4, TSW-5, TSW-6, TSW-7 & TSW-8
- 2.5 Annexure TSW-1 - Technical Scope of Work for support service to Project Department.
- 2.6 Annexure TSW-2 - Technical Scope of Work for support service to O & M Department including HSE & BIS.
- 2.7 Annexure TSW-3 - Technical Scope of Work for support service to Marketing & Commercial Department.
- 2.8 Annexure TSW-4 - Technical Scope of Work for support service to Finance & Accounts and BIS Department.
- 2.9 Annexure TSW-5 - Technical Scope of Work for support service to Contract & Procurement (C&P) Department.
- 2.10 Annexure TSW-6 - Technical Scope of Work for support service to HR & Legal Department
- 2.11 Annexure TSW-7 – Technical Scope of Work for support service to Corporate Affairs & Co- ordination.
- 2.12 Annexure TSW-8- Technical Scope of Work for support service to HSE.
- 2.13 Deployed support services should be Capable to deliver services with competency such as Sr. Executives (Highly Skilled), Executives (Skilled), Jr. Executives/ Supervisors (Semi-Skilled) in Project, O&M, M&C, C&P, F&A, HR, BIS, CA and HSE services with professional approach.
- 2.14 Knowledge on SAFETY preferred. Well trained, good communication skills will be added advantages.
- 2.15 The personnel to be deployed for providing support services should have command over both i.e., to write and to speak in English and should be conversant with MS-Office preferably proficient in Computers Applications.
- 2.16 Business Centre should normally operate and provide service during normal



working hours i.e., 9.15 am to 5.45 pm on weekdays (including Saturday). However, the Contractors / Agency may be required to provide services beyond normal working Hours and even during Sundays and other Gazetted Holidays as and when required. Compensation on working on off day / holidays will be as per working hours & holidays clause mentioned in SCC.

2.17 Services, if utilized beyond specified working hours, shall be paid as specified in Special Conditions of Contract (SCC).

3. MOBILISATION/ DEMOBILISATION OF SUPPORT SERVICES.

- 3.1 The Contractor shall provide the Support services as per requirement of BGCL from time to time.
- 3.2 Support services to provide assistance for execution of CGD Project and other activities will be required on as and when required basis. However, information will be given for deployment of support services 15 days in advance.
- 3.3 Quantities mentioned in TABLE 1 (ANNEXURE-I) in SCC Part-I are tentative. Quantities may vary to any extent during execution. BGCL has exclusive right to operate any item/ all item of SOR as per their requirement.
- 3.4 The scope of SERVICES may be increased or decreased by BGCL at any time in accordance with the provisions of this Contract.
- 3.5 CONTRACTOR understands that BGCL is not bound or committed to utilizing any specific number of the CONTRACTOR 'S personnel during the contract period, the requirements being purely on as and when required basis.
- 3.6 The tentative requirement of manpower in different categories is indicative only and the actual manpower to be deployed may vary from time to time.



Annexure TSW-1

Technical Scope of Work for support service to Project Department

1. Following activities to be performed during Project execution –
 - ❖ Construction of CNG stations
 - ❖ DPNG connections, LMC works and hook-ups
 - ❖ Coated Steel line pipe laying
 - ❖ PE pipeline laying
 - ❖ Industrial and Domestic connections
 - ❖ Pipeline survey and Land survey work
 - ❖ Pre commissioning and commissioning of CNG stations, Pipelines etc.
 - ❖ Construction contract Management
 - ❖ Procurement of materials
 - ❖ Liaising with PMC and Contractors
 - ❖ Follow-ups for permissions with various authorities
 - ❖ Statutory approvals like PESO, District authorities, PCB etc.
 - ❖ Engineering management, Drawings, Documentations and MIS etc.
 - ❖ Stores and material follow-ups
 - ❖ Office Management System, Secretarial Service, Documentation & Filing of papers, Record Keeping, Messenger Services, Data Entry operator, Supervising and coordination of the Office management related activities.
 - ❖ Any other work assigned from time to time.



1. TECHNICAL SPECIFICATION FOR SUPPORT SERVICE TO PROJECT EXECUTION:

Serial No.	Category/ Field of Work	Minimum years of experience & field/area of experience	Estimated Man months for 2 years
1.A	<p>Sr. Executives (Highly skilled) – L2 Level</p> <p>Experience for Project execution/ Construction of CNG STATION OR Construction of Underground/ above ground STEEL/ MDPE Pipeline laying OR providing connection (LMC hook-ups) for DOMESTIC PNG, Industrial, Commercial Sectors OR pipeline ROUTE SURVEY, GIS/LIS, LAND SURVEY, OR Construction Management OR Liasoning for Various Permissions OR Engineering Management, Material Management OR Procurement & Stores OR Documentation & record keeping, Drawings OR MIS, Project & Construction Monitoring Cell, Project Modelling.</p>	<p>Minimum Engineering Graduates in Civil/ Electrical/ Mechanical/ Instrumentation or Equivalent with min 10 years' experience in construction/ project Execution or Diploma Engg. in above discipline with min. 15 years experience in relevant field. Additional certification/ qualification in safety will be an advantage.</p> <p>For GIS/LIS work, Master Degree in Remote Sensing and GIS/Geoinformatics with 10 years experience in relevant field will be considered.</p>	72



1.B	<p>Sr. Executives (Highly skilled) – L1 Level</p> <p>Experience for Project execution/ Construction of CNG STATION OR Construction of Underground/ above ground STEEL/ MDPE Pipeline laying OR providing connection (LMC hook-ups) for DOMESTIC PNG, Industrial, Commercial Sectors OR pipeline ROUTE SURVEY, GIS/LIS, LAND SURVEY, OR Construction Management OR Liasoning for Various Permissions OR Engineering Management, Material Management OR Procurement & Stores OR Documentation & record keeping, Drawings OR MIS, Project & Construction Monitoring Cell, Project Modelling OR Fire and Safety at site workplace OR Data entry/ Computer Operator etc.</p>	<p>Minimum Engineering Graduates in Civil/ Electrical/ Mechanical/ Instrumentation or Equivalent with min 5 years' experience in construction/ project Execution or Diploma Engineer in above discipline with min. 10 years experience in relevant field. Additional certification/ qualification in safety will be an advantage. For GIS/LIS work, Master Degree in Remote Sensing and GIS/Geoinformatics with 5 years experience in relevant field will be considered.</p>	360
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2.	<p>Executives (Skilled)</p> <p>Experience for Project execution/ Construction of CNG STATION OR Construction of Underground/ above ground STEEL/ MDPE Pipeline laying OR providing connection (LMC hook-ups) for DOMESTIC PNG, Industrial, Commercial Sectors OR pipeline ROUTE SURVEY, GIS/LIS, LAND SURVEY, OR Construction Management OR</p> <p>Liasioning for Various Permissions OR Engineering Management, Material Management OR</p> <p>Procurement & Stores OR Documentation & record keeping, Drawings OR MIS, Project & Construction Monitoring Cell, Project Modelling OR Fire and Safety at site workplace OR Data entry/ Computer Operator etc.</p>	<p>Minimum Engineering Graduates in Civil/ Electrical/ Mechanical/ Instrumentation or Equivalent with min. 3 years' experience in construction/ project Execution or Diploma Engg. in above discipline with min. 5 year experience in relevant field. Additional certification/ qualification in safety will be an advantage. For GIS/LIS work, Master Degree in Remote Sensing and GIS/Geoinformatics with 3 years experience in relevant field will be considered.</p>	384
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3.	<p>Jr. executives/ Supervisors (Semi- Skilled)</p> <p>Providing Support Services for Project execution/ Construction of CNG STATION, Construction of STEEL, MDPE Pipeline laying, providing connection for DOMESTIC PNG (LMChook-ups), providing connection to Industrial, Commercial Sectors, pipeline ROUTE SURVEY, GIS/LIS, LAND SURVEY, Construction Management, Various Permissions, Engineering Management, Material Management, Procurement & Stores, Documentation Cell, Drawings, MIS, Project & Construction Monitoring Cell, Project Modelling, Fire and Safety at site workplace, Data entry/ Computer Operator/ for Office management and filing.</p>	<p>Minimum Diploma Engineering in Civil/ Electrical/ Mechanical/ Instrumentation or Equivalent with min 2 years' experience in construction/ project Execution or graduates with min 4-year experience in relevant field. Fresh Engineering Graduates with training or min. 1 year experience may also consider.</p> <p>For GIS/LIS work, Master Degree in Remote Sensing and GIS/Geoinformatics with minimum 1 year experience in relevant field will be considered.</p>	288
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Annexure TSW-2

Technical Scope of Work for support service to Operation & Maintenance

- ❖ Scope of work is Operation and Maintenance in City Gas Distribution (CGD) network.

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Category	Department	Qualification & Experience	Estimated Man months in 02 yrs.
Sr. Executives (Highly skilled)	O&M	Graduate Engineer in Mechanical/Electrical/Electrical & Instrumentation/Civil/Chemical/Instrumentation/ Electronics with minimum 04 year experience or Diploma in above discipline with minimum 08 year experience in hydrocarbon Industry, preferably having working experience in CGD/Oil & Gas or LPG or NG cross country Pipeline maintenance.	96
Executive (Skilled)		Graduate Engineer in Mechanical/Electrical/Electrical & Instrumentation/Civil/Chemical/Instrumentation/ Electronics with minimum with 02 year experience or Diploma in above discipline with minimum 04 year experience in hydrocarbon Industry, preferably having working experience in CGD/Oil & Gas or LPG or NG cross country Pipeline maintenance.	192
Jr Executive/Supervisor (Semi Skilled)		Minimum Diploma Engineering in Civil/Electrical/Mechanical/Instrumentation/Chemical/Electrical & Instrumentation or Equivalent with min 2 years' experience in CGD/Oil & Gas or LPG or NG cross country Pipeline maintenance or Graduates with min 4-year experience in relevant field. Fresh Engineering Graduates with training or min. 1 year experience may also consider.	120



Technical Scope of Work for support service to Marketing & Commercial

1. Sr. Executive (Marketing & Commercial)

- ❖ Gas Nominations preparing and to submit for approval from Marketing Department.
- ❖ Daily DPR for CNG sales and purchase Data
- ❖ Coordination with HCV/LCV Driver for continuous monitoring of Vehicle movement and Diverting to the respective RO in consultation with Marketing Department.
- ❖ Documentation of NG purchase challan.
- ❖ Preparation of Imbalance statement and submitting it to Marketing Department.
- ❖ Preparation fortnightly Joint tickets with OMCs RO and submitting it to Marketing Department for approval and onward submission to Finance for raising the invoices.
- ❖ Coordinating for dispatching the invoices to the respective OMCs in time.
- ❖ Preparation of fortnightly Reconciliation Report with OMCs.
- ❖ Preparation of Reconciliation of payment to GAIL and submit to Marketing Department.
- ❖ Preparation of reports for online submission to PPAC (Monthly Reports.
- ❖ Preparation of data for submission of reports to PNGRB.
- ❖ Preparation of report for submission of QPR (quarterly submission of reports) to CVO

2. Executive (Marketing & Commercial)

- ❖ Processing of payment towards the electricity bill/debit notes etc if any on electricity bill for the BGCL operated CNG Ros/OMCs RO and facility charges payable to OMCs.
- ❖ Techno commercial survey of ROs offered by OMCs will be assisted by Sh. Tuhin Mukherjee.
- ❖ Reconciliation of payment received from OMCs
- ❖ Draft Monthly report preparation for marketing Department and submitting to Manager Marketing for review.
- ❖ Preparation of monthly Reconciliation Report with OMCs regarding Electricity charges.
- ❖ Preparation of Reconciliation of payment to GAIL regarding DPNG registration and submit to Marketing Department.
- ❖ Preparation of data on DPNG connections for submission of reports to PNGRB.
- ❖ Preparation of CNG station Dry run report.
- ❖ Handling and managing of call Centre received the complaints lodges by customers and preparation of it's draft reply and submission there by in consultation with Head (Marketing).



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- ❖ Also DPNG connection registration and entire process checking with DMA.

3. **Jr. Executive/Data Entry Operator (Marketing & Commercial)**

- ❖ Preparation of PPAC/PNGRB and statutory Body(s) reports and compilation and submission to concerned.
- ❖ Maintained data pertaining to Gas sales and purchase on regular basis.
- ❖ Preparation of DPR and maintaining records of DPNG registration and commercial customer's profile.
- ❖ Maintaining and records towards reconciliation of gas sales from CNG stations.
- ❖ Survey records for commercial and industrial consumers.
- ❖ Any other reports related to marketing Departments

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Sl. No.	Category	Qualification & Experience	Estimated Man months for 2 years.
1	Sr. Executive (Highly Skilled)	MBA in Business Management with minimum experience of 4 year or BBA in Business Management with minimum experience of 6 years or Graduate in any discipline with Post graduate diploma with minimum 6 years of experience in Business Administration.	72
2	Executive (Skilled)	MBA in Business Management or BBA in Business Management with minimum 2 years of experience or Graduate in any discipline with Post graduate diploma with minimum 4 years of experience in Business Administration.	24
3	Jr. Executive/ Supervisor (Semi-Skilled)	Diploma Engineering in Electrical/ Mechanical/ IT/ Instrumentation/ Telecommunication/ Electronics Engineering / BBA with min 2 year of experience in relevant job. Fresh Graduates with training or min. 1 year experience in relevant job.	48



Annexure TSW-4

Technical Scope of Work for support service to Finance & Accounts (F&A) and BIS

1. Scope of Work:

- ❖ Enter, process, record and maintain all day-to-day accounting and financial transactions in books of the company.
- ❖ Prepare, Process and maintain all transactions vouchers, supporting documents, books and registers pertaining to receipts, payments, income & expenditure, Assets, Liabilities, Stores, Fixed Assets.
- ❖ Checking and processing of contractor's, supplier's, vendor's, employee's bills, Voucher preparation, Payment to the contractors/ suppliers, vendors, employees, Deductions of TDS from the contractors/suppliers/vendors/employee's bills.
- ❖ Invoice preparation for sale of CNG/PNG.
- ❖ Recording of transaction related to sale and purchase of CNG/ PNG, recording of transaction of sundry debtors/creditors.
- ❖ Recording of transactions related to stock, materials and stock in trade in books of accounts.
- ❖ Maintenance of Excise books as per the Central Excise Act/Rules, if required
- ❖ Maintenance of Accounts- Ledger, Trail Balance, Bank books, etc.
- ❖ Preparation of Provisional Accounts- Monthly, Quarterly, Half yearly, Annual, cash flow statement.
- ❖ Bank Reconciliation statement on monthly basis.
- ❖ Deposit of TDS under Income Tax/ GST Act deducted from contractors/ suppliers/ professionals' bills.
- ❖ Deposit of monthly taxes i.e., GST, VAT, CST, Excise Duty, Professional Tax, Income Tax etc. as per rules.
- ❖ Filling of monthly, quarterly, annual returns of GST like Form-3B, GSTR-1, GSTR-2 & GSTR-3, VAT, CST, Income Tax, Excise, Professional Taxes as per the requirement of Law
- ❖ Maintaining of Statutory records for Waybills as per GST Laws, issue of Waybills time to time as per need.
- ❖ Maintenance, Inspection and Checking of statutory documents and accounting entries as per GST Laws.
- ❖ Maintenance of cost records
- ❖ To keep liaison with Tax Authorities
- ❖ Preparation of MIS
- ❖ Help with revenue analysis, including invoice register, aged debtors, WIP and Project cost analysis.
- ❖ Prepare various reports for P&L analysis and cost analysis to monitor business performance against forecast/ Business plan.
- ❖ Office Management System, Secretarial Service, Documentation & Filing of papers.



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- ❖ He/she should be conversant with minimum Tally package and other higher version i.e. SAP, Oracle, ERP, N-SOFT etc. Finance and Accounts software.
- ❖ Checking of data behaviors in ERP software after migration from Tally software for implementation of ERP package.

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS of F&A :

Sl. No.	Category	Qualification & Experience	Estimated Man months for 2 years.
1.	Sr. Executives (Highly Skilled)	Qualified CA/ ICWA	48
2.	Executives (Skilled)	Intermediate CA/ICWA or MBA in Finance - Minimum 2 Year Post Qualification Experience in Finance/ Accounts department in any organization. Preference to be given for Intermediate CA/ ICWA and working with ERP environment.	72
3.	Jr. Executive (Semi Skilled)	M.com/ B.com with Minimum 3 years Post Qualification Experience in Finance / Accounts department in any organization.	72

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS of BIS :

Sl. No.	Category	Qualification & Experience	Estimated Man months for 2 years.
1.	Executives (Skilled)	Graduate Engineer in IT / BIS / Computer Science with minimum 2 year experience or Diploma/ System Analyst in above discipline with minimum 04 year experience.	24



Annexure TSW-5

Technical Scope of Work for support service to Contract & Procurement (C&P)

Department.

Following activities to be performed–

- ❖ Looking after vendor empanelment.
- ❖ Floating RFQ for received Purchase/Service requisition
- ❖ Receipt of offers and assisting in opening of bids
- ❖ Forwarding of bids for technical bid analysis
- ❖ Tabulation of commercial bid analysis
- ❖ Processing for price bid opening
- ❖ Tabulation of rates, comparison chart for finding lowest bid
- ❖ Processing for award of order, issue of FOI/LOA (Manual as well as in ERP system)
- ❖ Assisting in Board Purchase.
- ❖ Follow up for bid submission /delivery of material for purchase orders
- ❖ Receipt of material /collection of material, process of GRV (Manual as well as in ERP system)
- ❖ Assisting in codification of items and Vendors in ERP System.
- ❖ Forward of EMD in DD /Security deposit to Finance department.
- ❖ Day to day filing of papers, data entry, typing in PC.
- ❖ Preparation of Tender document.
- ❖ Assisting in auditing, physical verification, day to day issue of items.
- ❖ Issue of material, forwarding of issue vouchers, posting of vouchers (Manual as well as in ERP system)
- ❖ Assisting consultant in preparing computer package for day-to-day activity of C&P dept.
- ❖ Assisting in web hosting of all tenders in web site preferably in GEM (Government e-market place), GePNIC (Government e-procurement system of National Informatics Centre) etc.
- ❖ Assisting in MIS report from time to time as required.
- ❖ Assisting in arranging Vendor meets.
- ❖ Visiting Stores for stores accounting of Stores from time to time.
- ❖ Visiting Stores for receipt and issue of items, unloading of item, scrap disposal of items.
- ❖ Checking of Contract Performance Bank Guarantee, Contract Agreement.
- ❖ Assisting in preparation of E-Way Bill.

The above list is only indicative and not exhaustive.



QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Serial No.	Category	Minimum years of experience & field/area of experience	Estimated Man months for 2 years
1.	Sr. Executives (Highly skilled) -L2	Engineering Graduate with min 4 year experience or MBA with Graduates preferably Engineering Graduate with min. 4 year experience or Diploma in Engineering with min. 8 year experience in relevant fields i.e. in Contract & Procurement/Material Management/Stores & Purchase department in any organization. Working on Computer, English speaking/ English writing is essential.	48
1	Sr. Executives (Highly skilled) – L1	Engineering Graduate with min 3 year experience or MBA with Graduates preferably Engineering Graduate with min. 2 year experience or Diploma in Engineering with min. 6 year experience in relevant fields i.e. in Contract & Procurement/Material Management/Stores & Purchase department in any organization. Working on Computer, English speaking/ English writing is essential	24
2.	Executives (Skilled)	Engineering Graduate with min. 1-year experience or Graduates with min. 2-year experience or Diploma engineering with min. 3 years of experience in relevant fields i.e. in Contract & Procurement/Material Management/Stores & Purchase department in any organization. Fresh candidate with qualification of MBA with Graduates preferably Engineering Graduate can be considered. Working on Computer, English speaking/ English writing is essential.	72
3.	Jr. executives/ Supervisors (Semi-Skilled)	Graduates with min. 1-year experience or Diploma engineering with min. 2 years of experience. Min. 12th pass with 4 years' experience of working in office, filing, photocopying, data entry in computer, looking after inward /outward dak-courier/ collection of material from transporters etc.	48



Annexure TSW-6

1. Technical Scope of Work for support service to HR Department

- ❖ Drafting of various proposal of HR
- ❖ Preparation of MIS & Business letters
- ❖ Verification of documents & processing of Vendor Bills related to HR
- ❖ Preparation of HR related Tender documents & preparation of TBA.
- ❖ Assistance during registration/mutation of Land and upkeeping of Land record
- ❖ Statutory compliance related to HR
- ❖ Co-ordination with Statutory Compliance Consultant for verification of various records/documents and compliances.
- ❖ Maintaining office & its Assets and physical verification of office Assets
- ❖ Co-ordination with other Dept. as and when required
- ❖ Assistance during various events
- ❖ Co-ordination with office Support services including Pantry, House Keeping & Security services etc.
- ❖ Providing of employee services, record upkeeping etc.
- ❖ Maintaining documents of HR Department, data entry in computer.
- ❖ Reception Service including maintain DAK received and Dispatch, Maintain Visitors register, Receiving of external phone call and transfer etc.
- ❖ Any other work assigned from time to time as per requirement.

The above list is only indicative and not exhaustive.

2. Technical Scope of Work for support service to Legal Department:

- ❖ Drafting and vetting of various legal documents including Agreements, notices, affidavits, authorizations, undertakings, etc.
- ❖ Handling litigations before different Judicial/ Quasi-Judicial Forums
- ❖ Vetting of various search report of land, vetting of sale/title deed of land, assistance during registration of land, mutation of land.
- ❖ Handling matters under Alternative Dispute Resolution Mechanism including Arbitration and Conciliation matters
- ❖ Providing legal opinions and legal advice on different legal issues in the Company
- ❖ Handling legal matters pertaining to Mergers, Acquisitions and Joint Ventures
- ❖ Industrial/ Labour law matters etc.
- ❖ Legal issues/disputes related to Marketing.
- ❖ Statutory laws issues of various department of the Company.
- ❖ Regulatory issues related to CGD business.

The above list is only indicative and not exhaustive.



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QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Sl. No.	Function /Service	Category	Qualification	Min. years & area/field of Experience	Estimated Man months for 2 yrs.
01	HR	Sr. Executive (Highly Skilled)	MBA/ PGDM/ MMS/ MSW with specialization in HR or Master Degree in HR	Min.03 years post qualification experience in HR services in any organization.	48
02		Executive (Skilled)	MBA/ PGDM / MMS / MSW with specialization in HR or Master Degree in HR.	Min. 01 year post qualification experience in HR services in any organization.	48
03		Jr. Executive/ Supervisor (Semi Skilled)	Post Graduate / Graduate or B B A	Min. 01 year experience in Data Entry operation / HR Services / Record upkeep service in any organization.	24
04	Legal	Sr. Executive (Highly Skilled)	Graduate with 3 years LL.B or 5 yrs. LL.B.-integrated recognized course, preferably L.L.M in Corporate Law	Min.3 yrs. Post qualification executive experience or practicing advocate or experience in Law Firm.	24



Annexure TSW-7

Technical Scope of Work for support service to Corporate Affairs & Co-ordination:

- ❖ Having knowledge in computer and IT systems and also proficiency in Microsoft Office software applications.
- ❖ Handling of data, submission of reports
- ❖ Communication and follow up with authorities.
- ❖ Office Management System

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Sl. No.	Category	Qualification	Experience (Field and Area)	Estimated Man months for 2 yrs.
1.	Sr. Executive (Highly Skilled)	Engineering Graduates in Civil/ Mechanical discipline OR Engg Diploma in Civil/ Mechanical Discipline	5 years' experience in construction/ project Execution for Engineering Graduates in Civil/ Mechanical discipline OR 8 years experience in construction/ project Execution for Engg Diploma in Civil/ Mechanical Discipline	24
2.	Executive (Skilled)	Engineering Graduates in Civil/ Mechanical discipline OR Engg Diploma in Civil/ Mechanical Discipline	3 years' experience in construction/ project Execution for Engineering Graduates in Civil/ Mechanical discipline OR 5 years experience in construction/ project Execution for Engg Diploma in Civil/ Mechanical Discipline	48



Annexure TSW-8

Technical Scope of Work for support service to HSE:

1. Developing of documents, formats & procedures related to HSE.
2. Providing Safety training and campaign at project sites as well as O&M sites.
To provide support in firefighting training programs in societies, bus drivers, school children.
3. Maintaining records for all equipment/appliances related to Safety, preparing various safety reports.
4. Preparing the list of statutory & legal requirement to be complied with respect to safety.
5. Safety visit to installations and project sites in the Geographical Area jurisdiction of Kolkata GA.
6. Support in Incident investigation.
7. Encourage the employees to report near miss incidents.
8. Conducting safety meetings and sessions for project employees.
9. Attending emergency calls/firefighting, to support for organizing meeting with local administration/agency,
10. Safety standby duty, safety round, supervision of all day-to-day activities, attending field duty as per the requirement, proper arrangement of files, documents, records in F&S department & all F&S related activities.
11. Any other task related to fire & safety may be assigned to the deployed persons as per the instructions.

QUALIFICATION, EXPERIENCE & ESTIMATED NUMBERS:

Sl. No.	Category / Field of Work / Department	Qualification and minimum years of Experience & field/area of experience	Estimated Man months for 02 years
1	Sr. Executive (Highly Skilled)	BE/B. Tech (Fire Engg.) from NFSC, Nagpur with minimum 04-year experience or BE/B. Tech (Fire Engg.) from any other Govt/ recognised University with minimum 06-year experience or B.E./ B. Tech/ BSc in any discipline with Post Graduate Diploma in Industrial Safety with minimum 07 year experience or B.E./ B. Tech/ BSc in any discipline with Advance Diploma in industrial safety / Advance Diploma in Health Safety Environment with minimum 07 year experience in hydrocarbon Industry, preferably having working experience in CGD/ Oil or LPG or NG cross country Pipeline maintenance.	24



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2	Executive (Skilled)	BE/B. Tech (Fire Engg.) from NFSC, Nagpur with minimum 02-year experience or BE/B. Tech (Fire Engg.) from any other Govt/ recognised University with minimum 03-year experience or B.E./ B. Tech/ BSc in any discipline with Post Graduate Diploma in Industrial Safety with minimum 04 year experience or B.E./ B. Tech/ BSc in any discipline with Advance Diploma in Industrial Safety / Advance Diploma in Health Safety Environment with minimum 05 year experience in hydrocarbon Industry, preferably having working experience in CGD/ Oil or LPG or NG cross country Pipeline maintenance.	24
3	Jr. Executive (Semi-Skilled)	Minimum Matriculate/ 10th Pass, Fireman's course of at least six (06) months duration from the reputed institute and minimum 2-year experience in hydrocarbon Industry, preferably having working experience in CGD/ Oil or LPG or NG cross country Pipeline maintenance.	24



4. CONTRACTOR'S SCOPE OF SUPPLY:

- 4.1 All safety appliances/ PPE's necessary as per applicable HSE policy/ standard safety norms/ rules like Safety helmets, safety shoes, cotton aprons/uniform, signing/glowing safety road/ night visible aprons to be provided by contractor at workplace to service providing personals.
- 4.2 The contractor shall ensure regular and effective supervision and control of the Support Services Assistance for effective, disciplined, and timely completion of assigned works at sites.
- 4.3 It is sole responsibility of contractor to supervise the work assigned to him in safe & secure manner. Contractor is responsible for implementation of work as directed by Authorized representatives/ Engineer-in-charge.
- 4.4 The Contractor shall deploy physically, mentally, healthily, and medically fit Manpower.
- 4.5 Contractor shall provide police verification and Medical Certificate of deployed support services before deploying on work.
- 4.6 Contractor should arrange to provide proper Identification Card for his employees to be deputed by him for the work. Proper gate passes shall be arranged by the contractor for his manpower.
- 4.7 Training is the essential part of the contract and will be carried out as per guidelines; the contractor shall make all provisions for the conduct of training for the manpower deployed by them and with no additional cost to BGCL.
- 4.8 In case if they have to stay overnight at any construction site, contractor has to arrange at their own cost for their lodging & boarding facilities etc. BGCL shall have no obligation in this regard.
- 4.9 All the contract personnel shall have a Mobile cell phone. BGCL is not responsible for any cost related to mobile facility. The operating cost of the mobile shall be the responsibility of the contractor.
- 4.10 The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.



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- 4.11 CONTRACTOR warrants that the personnel offered by it under the Contract will be qualified skilled, experienced and capable of doing work SERVICES, mentioned in the contract and as per BGCL's requirement.
- 4.12 The resources proposed to be deployed by the Contractor should possess the requisite qualification and experience to the satisfaction of BGCL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.
- 4.13 In case the CONTRACTOR is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor shall select candidates from across the country (through newspaper advertisement) on the Contractor's payroll.
- 4.14 If any of the persons deployed is reported to be not up to the mark in respect of his performance/ behavior/ conduct, the CONTRACTOR shall immediately withdraw him from the office/site of BGCL where he is deployed and arrange for a suitable replacement immediately so that the work is carried out un-interrupted. No additional payment shall be made to the CONTRACTOR by BGCL for such replacement of personnel.
- 4.15 In order to meet the job requirement, the persons deployed by the Contractor may be required to proceed to any location as part of the contract obligation.
- 4.16 CONTRACTOR shall forward to BGCL a copy of the appointment letter issued to its personnel for deploying them in BGCL on contract basis.
- 4.17 The requirement is on need basis and shall be intimated from time to time. The Contractor shall engage one designated Supervisor/ Co-coordinator in their office (at their own cost) for timely suitable action and coordination on day-to-day basis. Details of such coordinator like name, address, phone number etc. shall be provided to EIC before starting of the contract.
- 4.18 The contractor shall engage one designated Supervisor/ Coordinator in their office (In their own cost) for timely suitable action and coordination on day to day basis. Details of such coordinator like name, address, phone number etc. shall be provided to EIC before starting of the contract.
- 4.19 BGCL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their not having appropriate qualification/ experience, Unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by SITE-IN-CHARGE, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of 'ENGINEER- IN-CHARGE". In case of any dispute the decision of "ENGINEER-IN-CHARGE" shall be final and binding.



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SECTION-VI

Special Conditions of Contract (SCC)



SPECIAL CONDITIONS OF CONTRACT (SCC)

Subject: Hiring of Contract Manpower for Support Services for BGCL for a period of Two (02) Years:

1.0 GENERAL:

- 1.1 Special conditions of contract shall be read in conjunction with the general conditions of contract, Scope & specifications of work and any other document forming part of this contract wherever the context so requires.
- 1.2 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnancy's or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.3 The intending renderer shall be deemed to have visited the Site(s)/work centre(s) and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- 1.4 The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER.
- 1.5 Wherever it is mentioned in the specifications that the contractor shall perform certain job or provide certain facilities, it is understood that the contractor shall do so at its cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

2.0 DEFINITIONS:

- 2.1 The expression 'Vendor/ Agency/ Contractor' shall mean the bidder selected by the BGCL for the execution of the subject contract/job and shall include the successors and permitted assigns of the Vendor/ Agency/ Contractor.
- 2.2 The 'Engineer-in-Charge' (EIC) shall means the person designated from time to time by BGCL and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.



2.3 'Authorized Representative' shall mean any Officer/Supervisor/Consultant/ Staff of BGCL authorized by the Head of Department.

3.0 **LOCATION:**

- 3.1 The services are required to be carried out at BGCL in various location as mentioned in scope of work as per requirement from time to time.
- 3.2 The services will be provided based on the organizational requirement as assessed and identified from time to time.

4.0 **TERMINATION:**

Shall be applicable as per General Conditions of Contract

5.0 **PRICE BASIS:**

- 5.1 The quoted rate (Service Charges) shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.
- 5.2 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/ medical termination of pregnancy. This shall be sole responsibility of the contractor to follow all applicable rules covered under above Act in case of Woman employee. Any payments applicable under Maternity Benefit Act (including amendments) shall be reimbursed by BGCL on actual basis.
- 5.3 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting. Non visit and/or non-ascertaining the conditions/quantum of work will not be a ground for excuse on the part of bidding.
- 5.4 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full accordance with the Terms & Conditions of the Bid Documents.

6.0 **CONTRACT PERIOD:**

- 6.1 The duration of the contract shall be for a period of Two (02) years with effect from the date of Letter of Acceptance or GeM Contract whichever is earlier. The contract may be extended, if required, for a further period six (06) months on the same rates,



terms & conditions on mutual consent, after expiry of this contract period. Quoted rates shall remain valid for the tenure of the contract and for extended period, if any.

- 6.2 BGCL can increase or decrease the manpower during the contract period based on requirement. Payment shall be made at actuals as per the rate quoted in GeM Portal.

7.0 TIME FOR START AND MOBLIZATION:

Mobilization period shall be Fifteen (15) days from the date of LOA/GeM Contract/Deployment Intimation by EIC.

Deployment shall be done as per the intimation from EIC. No mobilization advance shall be paid.

8.0 RESOLUTION OF DISPUTES/ ARBITRATION:

Applicable as per General Condition of Contract (GCC).

9.0. PAYMENT TERMS:

- 9.1 Monthly running bills to be submitted by the Contractor for verification and certification by Site-In-charge (SIC)/Head of the Department (HOD). Subsequently, the bills will be duly certified by Engineer-In-charge (EIC) or by nominated Authorized representative of EIC. The contractor will submit the MB (measurement Book) in BGCL. After approving the MB from BGCL, the contractor may generate the invoice after consultation with EIC as per approved MB. However, in the due course of time the payment methodology may change as per change of BGCL policy/guidelines.

- 9.2 The following documents should be submitted along with the bills to BGCL through Site in- charge / Engineer-In-charge (EIC) for the release of payment by Finance Department at BGCL. The payment will be made through e-banking system.

- (i) Monthly bill duly certified by the contractor or his authorized representative.
- (ii) Copy of Employee Register in FORM – A under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- (iii) Copy of Wage Register in FORM – B under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by



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Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by authorized representative of the Contractor and authorized person in BGCL certifying as “Certified that the amount shown in the column No. has been paid to the workman concerned in my presence on (date) at (place)” along with copy of bank statement duly certified by bank and copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment as proof of as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.

- (iv) As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the Separate e-Challans / ECR, bank receipts/bank statement in respect of resources deployed in BGCL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- (v) Dully filled in details as per Annexure- i.
- (vi) Copy of Wage Slips in FORM XIX.
- (vii) The contractor needs to pay the wages/remuneration of the deployed resources only in online mode. No cash/voucher payment is allowed. Contractor need to submit the online payment proof along with the monthly RA Bill.
- (viii) Invoices are to be raised in accordance with various provisions under GST rules (mentioning GST Number) as BGCL is intended to avail benefits under various statutes in force (if applicable).

9.3 The invoice should clearly reflect the month for which the bill is raised, Bill No., PAN No., Bill amount without taxes & duties and with taxes & duties as applicable, total amount of bill (both in words & Figures) etc. on the letter head of the contractor mentioning name, address, contact number, e-mail ID etc. of the contractor etc. GST registration No. should also be mentioned on the invoice.

9.4 The contractor has to submit bills along with aforementioned documents on monthly basis on or before 15th of the succeeding month.

9.5 The final bill shall be submitted by the Contractor within a month from the date of



completion of the contract. No Claim Certificate, No Dues Certificate, Indemnity Bond shall be submitted by the contractor along with the Final Bill.

9.6 The payment shall be processed within 30 days of receipt of the bill completed from all respect. Necessary statutory levies such as TDS will be affected as per the rules existing and in vogue then and there. Settlement of monthly bill shall not be construed by the contractor as a pre-conditioned for settling the wage payment to their personnel.

9.7 In case of award of work, the bidder has to give vendor mandate form of BGCL for details of their bank account to facilitate payment through e-banking on him.

10.0 GOODS & SERVICES TAX (GST):

Shall be applicable as per Section-III Instruction to Bidders (ITB).

11.0 CONTRACT PERFORMANCE SECURITY (CPS):

Refer clause No. 38 of ITB (Section-III).

12.0 NUISANCE:

12.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in BGCL and within 200 meters of above areas or do anything which shall cause unnecessary disturbance or inconvenience to owners and BGCL officials or tenants or occupants of other properties near the works area and to the public in general.

12.2 Further BGCL may take action of restricting the Contractor and its employees from indulging in public nuisance, violent activity causing damages to BGCL's person or property.

12.3 The Contractor in addition bears all cost of keeping law and order situation under control.

13.0 OTHER CONDITIONS:

13.1 The contractor shall not employ or permit to be employed any persons suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/workers through a Govt. doctor/ Registered practitioner and produce the fitness certificate before deployment, if asked for.

13.2 No employee or person of contractor be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the



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contractor shall have to change/replace him failing which BGCL may terminate the contract.

- 13.3 The Contractor should get the police verification of the character and antecedents of personnel to be deployed in BGCL done, by him from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be immediately replaced without assigning any reasons.
- 13.4 The Contractor shall submit Medical fitness Certificate issued by Registered Medical Practitioner before deployment of its personnel.
- 13.5 The contractor has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company.
- 13.6 The contractor hereby agrees to indemnify owner/ BGCL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/statutory authorities against any act or acts of the contractor or his workers.
- 13.7 Contractor shall not sub-let or assigns any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of BGCL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BGCL and any claim preferred by any firm/individual to BGCL that the main contractor has not paid his or their dues/payments, in those circumstances, BGCL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/vendor(s) etc. The same shall be released to the contractor after contractor and Labour/supplier/ sub-contractor jointly submits a joint written settlement to BGCL.
- 13.8 No other person except Contractor's authorized representative shall be allowed to enter BGCL premises. Contractor shall also not entertain any outsider or extend any service beyond BGCL premises.
- 13.9 Within the BGCL premises, the Contractor's personnel shall not do any private work other than their normal duties from 9.15 AM to 5.45 PM. In case the deployed contract labour of the Contractor is absent for more than continuous Five days in a month, the replacement should be provided. The attendance and leave record of the contract labour deployed by the contractor shall be maintained by the designated Supervisor of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer In charge of the Contract. The Supervisor should visit BGCL premises regularly to attend to the contractual obligations and interact with the personnel deployed by



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the Contractor. It is the sole responsibility of Supervisor to manage the workforce of the Contractor deployed in the contract e.g. the monthly attendance, leave details, Identity Cards, issue of Employment card to Contract manpower/personnel, Police Verification etc.

- 13.10 Contractor shall be directly responsible for any/all disputes arising between him and his personal and keep BGCL indemnified against all losses, damages and claims arising thereof.
- 13.11 The personnel engaged by Contractor shall be subject to security check by the security staff while entering/leaving the premises.
- 13.12 Contractor shall be solely responsible for payment of wages/ remuneration including all statutory payments & allowances, if any to his/its personnel that might become applicable under any new act or order of Government. BGCL shall have no liability whatsoever in this regard.
- 13.13 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.
- 13.14 Lists of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BGCL. In case of any change, the same shall be informed to BGCL from time to time. The Contractor must get the Character & Antecedents (C&A) (if applicable) of all its contract manpower/personnel deployed in BGCL premises.
- 13.15 BGCL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, by giving prior notice of one date/ day.
- 13.16 BGCL shall have the authority to direct the Contractor to terminate the services of any of its personnel with one month notice period on Medical grounds that the candidate is unfit and is likely to continue to be unfit for reasons of ill-health for the discharge of his/her duties.
- 13.17 BGCL will have authority to direct the Contractor to terminate the services of any of its personnel with one month notice period, if candidate found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.



13.18 The Contractor has to deploy personnel at various places of Kolkata GA as per the requirements of BGCL.

14.0 RELOCATION EXPENSES:

Generally, relocations shall not be carried out within 6 months of time from the day of deployment of Contractor personnel in a particular location. The Contractor shall pay a lump- sum relocation expense of Rs.5,000/- (Five thousand only) to its hired personnel, in case he is relocated from one project to another, as required by BGCL and claim reimbursement of the amount paid from BGCL. The above relocation expense is inclusive of Travel expenditure and daily allowance for the travel period and any other incidental expenditure for joining the new project location.

15.0 OFFICIAL TOUR:

CONTRACTOR's personnel required to travel for official duties outside their defined project sites involving overnight stay shall be entitled to payment of travel and travel related costs as per the rate applicable and with Prior approval from respective BGCL nodal officer for them as given below: -

15.1 Official Tour: It shall be paid as under: -

i) For Sr. Executives (Highly skilled):

- a) Reimbursement of fare for to and fro journey by shortest route shall be allowed by 2nd AC Rail mode. (on production of actual tickets)
- b) Local travel charges @ Rs 8/- Kms with prior permission.
- c) Food @ Rs.350/- per day on self-certification.
- d) Accommodation at Transit Rest House of BGCL, wherever maintained and subject to availability, or else Hotel Lodging Charges at actual, limited to @ Rs.2500/- per day (exclusive of taxes) (Original paid bill/ receipt to be submitted with the tour bill).

ii) For Executives (Skilled)/ Junior Executives (Semi Skilled):

- a) Reimbursement of fare for to and fro journey by shortest route shall be allowed by 3rd AC Rail mode. (on production of actual tickets)
- b) Local travel charges @ Rs 8/-Km with prior permission.
- c) Food @ Rs.250/- per day on self-certification.
- d) Accommodation at Transit Rest House of BGCL, wherever maintained and subject to availability, or else Hotel Lodging Charges at actual, limited to @ Rs.2000/- per day exclusive of taxes) (Original paid bill/



receipt to be submitted with the tour bill).

15.2 Travel time payment shall be limited to duration falling under normal office working timings/ days and no additional payment towards extended hours of work shall be permissible beyond office working hours during the tour period.

15.3 CONTRACTOR shall submit all such travel expenses as stated above, along with their monthly invoices. No direct payment whatsoever shall be made to individual CONTRACTOR's personnel.

16. Other conditions of contract:

16.1 CONTRACTOR shall be responsible for meeting all the expenses for mobilization and demobilization of its personnel including rail fare up to the office/project site at the time of joining duty and back on completion of assignment.

16.2 In case contract manpower performs extra hours duty, same will be paid @ Rs.300/- for Sr. Executive & Rs.200/- for other categories (Executive, Jr. Executive) for minimum 2 hours beyond normal working hours on a single day. **However Maximum capping considered on extra hours duty @ Rs. 3000/- per month per manpower.**

16.3 1st & 3rd Saturday of each month shall be weekly off day for the contract manpower who will work in the BGCL Registered office. As per the business requirement who will work on 1st & 3rd Saturday at other site offices including O&M and project sites, compensation will be provided @Rs.1200/- per day for Sr. Executive, @Rs.1000/- per day for Executive and @Rs.800/- per day for Jr. Executive. No direct payment will be made to the contract manpower by BGCL. BGCL will reimburse to the contractor with monthly RA Bill.

16.4 Local conveyance allowance will be provided for project contract manpower only up to Rs.3,000/- per month per manpower on actual basis based on certification by Site-In-Charge of BGCL for using their own conveyance for BGCL project work. This is applicable for the project contract manpower only who are deployed at project site. No direct payment will be made to the contract manpower by BGCL. BGCL will reimburse to the contractor with monthly RA Bill.

16.5 Camp allowance will be provided up to Rs.3,500/- per month per contract manpower on actual basis with the certification of Site-In-Charge of BGCL for staying at BGCL camp. No direct payment will be made to the contract manpower by BGCL. BGCL



will reimburse to the contractor with monthly RA Bill.

17.

A. PROTECTIVE CLOTHING AND SAFETY ITEMS:

- i) The Contractor shall provide Protective Clothing as below every year to its personnel deployed in BGCL to assist BGCL in its Pipeline & CGD Project construction activities and O&M and HSE activities in different Project sites in West Bengal. The following items will be provided by the Contractor with total cost of Rs.5,000/- per person per year (maximum), which will be paid to the Contractor as per actual limited to Rs. 5000/- per person per year on certification by BGCL Site In charges: -

S. No.	Item	Pairs/ No(s).	Frequency
1.	Cotton Shirt and Trousers	2 pairs	Every year
2.	Cotton socks	2 pairs	-do-
3.	Safety Boots	1 pair	-do-
4.	Helmet	1 No	-do-
5.	Raincoat	1 No.	-do-

- ii) The colour-combination of the Protective Clothing will be decided by the Engineer- In- charge and the Protective Clothing will be provided within 30 days of deployment of manpower. However, if such manpower is found not wearing the complete Protective Clothing, the said person shall be marked absent for that particular day by the Contractor. A penalty shall be imposed on the Contractor for non-supply of Protective Clothing to the personnel @ Rs.100/- per day per contract personnel. The quality of PPEs shall be of reputed make and industry standard and same shall be approved by BGCL.

17. B. UNIFORM FOR OTHER DEPTT :

The following items will be provided by the Contractor with total cost of Rs.4,000/- per person per year (maximum), which will be paid to the Contractor as per actual limited to Rs. 4000/- per person per year on certification by BGCL Site In charges: -

S. No.	Item	Pairs/ No(s).	Frequency
1.	Cotton Shirt and Trousers	2 pairs	Every year
2.	Raincoat	1 No.	-do-



The colour-combination of the uniform will be decided by the Engineer- In-charge and the uniform will be provided within 30 days of deployment of manpower. The quality of uniform shall be of reputed make and same shall be approved by BGCL.

18.0 FORCE MAJEURE:

Shall be applicable as per the General Conditions of Contract (GCC).

19.0 EVALUATION AND COMPARISON OF BIDS

Refer relevant section.

20. SUBMISSION AND OPENING OF BIDS:

Refer relevant section.

21. ABNORMAL RATES:

Shall be applicable as per clause no. 2.9 of General Conditions of Contract (GCC).

22. SECRECY

The personnel deployed to work at any of the offices/ sites of BGCL shall discharge their duty and responsibility with due sincerity & care and shall observe complete confidentiality in respect of all information, data, technical information/ knowledge pertaining to and/ or owned by BGCL and/ or any party associated with BGCL in respect of the job in any capacity or relationship, and shall not disclose any such information, drawing, design, report, etc., in part or in full, to anybody without explicit authorization and/ or instruction of Competent Authority/ respective Controlling Officer of BGCL. The CONTRACTOR shall furnish an undertaking to this effect signed by each such deployed person, countersigned by the authorized representative of the CONTRACTOR.

23. COMPLIANCE BY THE CONTRACTOR & CONTRACT PERSONNEL:

23.1 All drawings, documents, data, specifications, standards, manuals etc. issued or made available to CONTRACTOR's personnel shall be used only for the performance of SERVICES as explained to the CONTRACTOR's personnel and shall be returned by CONTRACTOR's personnel to BGCL without retaining any copies thereof.

23.2 CONTRACTOR's personnel shall follow the applicable safety rules of BGCL and be responsible for the security and protection of any of BGCL's materials and



equipment being used by CONTRACTOR or its personnel in the performance of the SERVICES and shall take all reasonable precautions to protect such materials and equipment from loss or damage. CONTRACTOR shall be held accountable for all such materials and equipment not consumed or used in providing the SERVICES.

- 23.3 CONTRACTOR and its PERSONNEL shall comply with the health, safety & security rules and regulations of BGCL including any subsequent changes or instructions whenever applicable as may be issued from time to time.
- 23.4 Unless otherwise specified in the Contract or agreed between the parties, CONTRACTOR shall be solely responsible for and where applicable, shall provide at its own cost and expense all facilities as may be required for its personnel to perform the SERVICES. Without prejudice to CONTRACTOR's responsibility to ensure that each of its employees satisfies all statutory and other requirements to perform SERVICES assigned by BGCL. BGCL will upon written request, provide such assistance to CONTRACTOR's personnel deployed in BGCL as may be reasonably required by them for arranging such facilities.
- 23.5 All medical treatment or hospitalization of CONTRACTOR's personnel including medical examinations, vaccinations and inoculations shall be provided by CONTRACTOR at its own cost and expense.
- 23.6 CONTRACTOR shall have no claim for extra payment nor shall be relieved from its obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labour conditions and practices or similar matters affecting performance of the SERVICES.
- 23.7 If BGCL so demands in writing, CONTRACTOR shall promptly remove from the performance of SERVICES, at CONTRACTOR's own cost, any of its personnel who are not cooperative, are careless or are not qualified to perform the work assigned to them or for any other reasonable cause. CONTRACTOR shall, at its own cost, provide acceptable substitutes, if so requested by BGCL. If CONTRACTOR desires to remove any of its personnel for any reason whatsoever, he shall do so only with prior consent of BGCL, at its own cost and only after providing suitable substitute acceptable to BGCL.
- 23.8 If it is desired to discontinue the SERVICES of any of personnel deployed by the CONTRACTOR in BGCL, it will be so by giving 30 days' notice on either side or by mutual consent.



If, however, discontinuance of any of CONTRACTOR personnel is considered necessary for reasons of unsatisfactory performance / misconduct / theft, no notice shall be required. BGCL may require his replacement by a competent person at the cost of the CONTRACTOR. No payment for travel for going back, etc. shall be payable.

24 CONTRACTOR's REPRESENTATIVES, RECORDS AND REPORTS:

- 24.1 Upon coming into force of this CONTRACT, CONTRACTOR shall designate a competent authorized representative acceptable to BGCL to represent and act for and on behalf of CONTRACTOR in all matters concerning performance of SERVICES and shall inform BGCL in writing of the name and address of such representative. All notices, determinations, directions, instructions and other communications given to CONTRACTOR's authorized representative by BGCL shall be deemed to be given to CONTRACTOR. CONTRACTOR may change its authorized representative by so advising BGCL in writing.
- 24.2 CONTRACTOR shall maintain a record of the SERVICES performed, as well as of the personnel assigned to carry out the relevant SERVICES.

25 LIABILITY, INDEMNITY AND INSURANCE

- 25.1 CONTRACTOR and its personnel shall exercise all reasonable skill, care and diligence in the discharge of their obligations under this CONTRACT. CONTRACTOR shall in any case of negligence or default on part of its personnel, be responsible for satisfactory performance or re- performance, as the case may be, of such SERVICES are found to be defective, at no cost to BGCL and without delay, whatever performance or re-performance of the SERVICE is required by BGCL which is a result of error/ default/ negligence of its employees. Such liability/ obligation shall remain in force for three (03) months from the completion of the contract.
- 25.2 CONTRACTOR shall indemnify BGCL, its employees and agents and hold them harmless from and against all claims, actions or proceedings brought or instituted against any of them by CONTRACTOR's personnel or agents or any other party arising out or relating to the performance of the SERVICES by the CONTRACTOR, for injury or death to its personnel and damage or loss to its property.
- 25.3 CONTRACTOR shall indemnify BGCL and hold it harmless from and against any liability for any accident, death or injury to CONTRACTOR's employees or agents and against any loss or damage to any property belonging to CONTRACTOR, its employees or agents.



- 25.4 The Contractor shall obtain all necessary insurance policy covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/BGCL or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above, a copy of the Policy must be submitted forthwith.
- 25.5 All deduction or liabilities in excess of the indemnities provided under the insurances arranged by CONTRACTOR as required herein above shall be to the account of and be paid by CONTRACTOR.

26 HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS:

26.1 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

- 26.2 Requirements of 'Health, Safety and Environment (HSE) Management System' to be complied by bidders.

26.2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

26.2.2 The Contractor shall ensure that the BGCL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all levels, at sites.

26.2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.

26.2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BGCL / external agency authorized by BGCL, shall be complied by Contractor and its report to be submitted to BGCL.

26.2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non- compliance of continuous failure in implementation of any of the 'HSE'



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provisions, BGCL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BGCL.

- 26.2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BGCL, and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 26.2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment's [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 26.2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 26.2.9 All equipment's should be tested and certified for its capacity before use.
- 26.2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 26.2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BGCL.
- 26.2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 26.2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 26.2.14 Contractor should carryout audits/ inspections/ Supervisors at the sub-Contractor's works and submit the reports for review by BGCL.

27. PERFORMANCE OF SERVICES:



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- 27.1 CONTRACTOR warrants that the personnel offered by it under the Contract will be qualified skilled, experienced and capable of doing SERVICES, mentioned in the contract and as per BGCL's requirement.
- 27.2 The resources proposed to be deployed by the CONTRACTOR should possess the requisite qualification and experience to the satisfaction of BGCL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.
- 27.3 In case the CONTRACTOR is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor shall select candidates from across the country (through newspaper advertisement) on the Contractor's payroll.
- 27.4 If any of the persons deployed is reported to be not up to the mark in respect of his performance/ behavior/ conduct, the CONTRACTOR shall immediately withdraw him from the office/site of BGCL where he is deployed and arrange for a suitable replacement immediately so that the work is carried out un-interrupted. No additional payment shall be made to the CONTRACTOR by BGCL for such replacement of personnel.
- 27.5 In order to meet the job requirement, the persons deployed by the CONTRACTOR may be required to proceed to any location as part of the contract obligation.
- 27.6 CONTRACTOR shall forward to BGCL a copy of the appointment letter issued to its personnel for deploying them in BGCL on contract basis.
- 27.7 The requirement is on need basis and shall be intimated from time to time.
- 27.8 The Contractor shall engage one designated Supervisor/ Co-coordinator in their office (at their own cost) for smooth execution of the jobs on day-to-day basis. Details of such coordinator like name, address, phone number etc. shall be provided to EIC before starting of the contract.



STANDARD CONDITIONS OF SCC: PART I

Standard HR Clauses

- 1 Name of Service:** Hiring of Contract Manpower for Support Services for BGCL CGD Project for a Period of Two (02) Years.
- 2 “Location(s)”** is defined in the scope of work.
- 3 Engagement:** BGCL intends to engage Contractor to provide **Contract Manpower for Support Services for BGCL CGD Project** for a Period of Two (02) Years from the date of LOA (Letter of Acceptance) or GeM Contract whichever is earlier subject to the terms and conditions hereinafter specified.
- 4 Man-Month:**
 - Estimated requirement of resources is given in the Table hereunder:

Table 1: Category of Manpower & estimated Manmonth requirement for 02 years:

Annexure-I

S. No.	Class	Category	For Project	For C&P	For F&A and BIS	For HR & Law	For O&M	For M&C	For CA (Cordn.)	For HSE	Total estimated requirement in Nos.	Nos. of Month	(UOM)	Total Estimated qty on Man month for 2 years.
1	Sr. Executive	Highly Skilled	18	3	2	3	4	3	1	1	35	24	Man Month	840
2	Executive	Skilled	16	3	4	2	8	1	2	1	37	24	Man Month	888
3	Jr. Executive / Supervisory	Semi-Skilled	12	2	3	1	5	2	0	1	26	24	Man Month	624
	Total		46	8	9	6	17	6	3	3	98			

- Qualification and experience of resources to be deployed: **Defined in Scope of Work.**
- Service provider shall ensure that the resources to be deployed are:



- i) Trained, experienced and competent to do the jobs for which they are assigned.
- ii) Well dressed, well groomed, neat, tidy and presentable to a standard reasonably required for the particular service(s) for which they are assigned, and shall wear distinctive uniforms in keeping with their positions as will identify and distinguish them
- iii) Polite, respectful and courteous.

5 Minimum wages of Central Government:

The notified minimum wages of Central Government w.e.f 01.04.2025 in the “A” area for different categories are as under (refer Table 2). **This is only for reference.**

Table 2

Sl. No.	Category	Daily wage (Rs.)	Monthly wage (Rs.)
1	Semi-Skilled	893/-	Daily wage x 26
2	Skilled	981/-	Daily wage x 26
3	Highly Skilled	1065/-	Daily wage x 26

1. Detailed of the basic wage including allowances plus employer contribution of PF and ex- gratia are as per Table -3 below for respective departments & respective Categories of contract Manpower.

Table 3: Components of monthly cost of deployment of a resource

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) L-2 Category of Projects Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	43144
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	3593.90



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4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	48687.90
5	Accommodation & Conveyance	15000
	Minimum Remuneration per month per highly skilled person	63688

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) L-1 Category of Projects Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	36009
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2999.55
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40958.55
5	Accommodation & Conveyance	10000
	Minimum Remuneration per month per highly skilled person	50959

Monthly minimum Remuneration for Executive (Skilled) Category of Projects Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31381
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2614.04
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35945.04
5	Accommodation & Conveyance	9000



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Minimum Remuneration per month per skilled person	44945
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Monthly minimum Remuneration for Jr. Executive (Semi-skilled) Category of Projects Deptt.		
	Resource Category	Semi-skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27645
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2302.83
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	31897.83
5	Accommodation & Conveyance	7000
	Minimum Remuneration per month per Semi-skilled person	38898

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of O&M Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	35622
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2967.31
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40539.31
5	Accommodation & Conveyance	9500
	Minimum Remuneration per month per highly skilled person	50039



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Monthly minimum Remuneration for Executive (Skilled) Category of O&M Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31086
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2589.46
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35625.46
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per skilled person	44125

Monthly minimum Remuneration for Jr. Executive (Semi-Skilled) Category of O&M Deptt.		
	Resource Category	Semi-Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27451
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2286.67
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	31687.67
5	Accommodation & Conveyance	6500
	Minimum Remuneration per month per semi-skilled person	38188

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of Marketing & Commercial Deptt.		
	Resource Category	Highly Skilled



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	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	35622
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2967.31
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40539.31
5	Accommodation & Conveyance	9500
	Minimum Remuneration per month per highly skilled person	50039

Monthly minimum Remuneration for Executive (Skilled) Category of Marketing & Commercial Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31086
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2589.46
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35625.46
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per skilled person	44125

Monthly minimum Remuneration for Jr. Executive (Semi-Skilled) Category of Marketing & Commercial Deptt.		
	Resource Category	Semi-Skilled
	Shift/No of Days per week	General/Six days
	QTY	One



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Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27451
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2286.67
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	31687.67
5	accommodation & Conveyance	6500
	Minimum Remuneration per month per semi-skilled person	38188

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of F&A Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	43144
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	3593.90
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	48687.90
5	accommodation & Conveyance	15000
	Minimum Remuneration per month per highly skilled person	63688



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Monthly minimum Remuneration for Executive (Skilled) Category of F&A Deptt. and BIS Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31086
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2589.46
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35625.46
5	accommodation & Conveyance	8500
	Minimum Remuneration per month per skilled person	44125



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Monthly minimum Remuneration for Jr. Executive (Semi-Skilled) Category of F&A Deptt.		
	Resource Category	Semi-Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27852
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2320.07
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	32122.07
5	accommodation & Conveyance	5000
	Minimum Remuneration per month per semi-skilled person	37122

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) -L2 Category of C&P Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	36009
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2999.55
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40958.55
5	accommodation & Conveyance	10000
	Minimum Remuneration per month per highly skilled person	50959



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Monthly minimum Remuneration for Sr. Executive (Highly Skilled) - L1 Category of C&P Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	33687
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2806.13
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	38443.13
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per highly skilled person	46943

Monthly minimum Remuneration for Executive (Skilled) Category of C&P Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31007
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2582.88
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35539.88
5	Accommodation & Conveyance	6000
	Minimum Remuneration per month per skilled person	41540



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Monthly minimum Remuneration for Jr. Executive (Semi-skilled) Category of C&P Deptt.		
	Resource Category	Semi-skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27852
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2320.07
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	32122.07
5	Accommodation & Conveyance	5500
	Minimum Remuneration per month per Semi-skilled person	37622

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of HR Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	33687
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2806.13
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	38443.13
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per highly skilled person	46943



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Monthly minimum Remuneration for Executive (Skilled) Category of HR Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	30994
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2581.80
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35525.80
5	Accommodation & Conveyance	5500
	Minimum Remuneration per month per skilled person	41026

Monthly minimum Remuneration for Jr. Executive (Semi-skilled) Category of HR Deptt.		
	Resource Category	Semi-skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27852
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2320.07
5	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	32122.07
6	Accommodation & Conveyance	5000
	Minimum Remuneration per month per Semi-skilled person	37122

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of Legal Deptt.		
	Resource Category	Highly Skilled



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	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	36009
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI- 0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2999.55
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40958.55
5	Accommodation & Conveyance	10000
	Minimum Remuneration per month per highly skilled person	50959

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of Corporate Affairs & Cordin. Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	35622
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI- 0.5% & Admn Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2967.31
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40539.31
5	Accommodation & Conveyance	9500
	Minimum Remuneration per month per highly skilled person	50039

Monthly minimum Remuneration for Executive (Skilled) Category of Corporate Affairs & Co-ordn.Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One



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Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	31086
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2589.46
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35625.46
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per skilled person	44125

Monthly minimum Remuneration for Sr. Executive (Highly Skilled) Category of HSE Deptt.		
	Resource Category	Highly Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	35622
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2967.31
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	40539.31
5	Accommodation & Conveyance	9500
	Minimum Remuneration per month per highly skilled person	50039

Monthly minimum Remuneration for Executive (Skilled) Category of HSE Deptt.		
	Resource Category	Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)



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Sr. No.		
1	Basic Wages	31086
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2589.46
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	35625.46
5	Accommodation & Conveyance	8500
	Minimum Remuneration per month per skilled person	44125

Monthly minimum Remuneration for Jr. Executive (Semi-Skilled) Category of HSE Deptt.		
	Resource Category	Semi-Skilled
	Shift/No of Days per week	General/Six days
	QTY	One
Sr. No.	Particular	Amount (Rs.)
1	Basic Wages	27451
2	PF Contribution @13% (i.e Employer contribution-12% , EDLI-0.5% & Admin Charges-0.5%) on Rs.15,000/- OR as per notification	1950
3	Bonus / Ex-gratia 8.33% on (1) per month	2286.67
4	COST PER PERSON PER MONTH [Sr. No. (1) to (3)]	31687.67
5	Accommodation & Conveyance	6500
	Minimum Remuneration per month per semi-skilled person	38188

In addition to Monthly wages mentioned in the above Table-3 (Basic wage, Bonus/Ex-gratia, PF including EDLI, Accommodation & Conveyance), the followings will also be provided to each contract manpower by the contractor. BGCL will reimburse the same to the contractor against the payment, on submission of invoice along with monthly RA bill.

Note:	Following will be reimbursed as per actual after compliance and submission of proper receipt/ bill:
1	Employees Compensation Policy covering maximum Compensation Liability and a Medclaim Floater with a coverage of minimum Rs.3 (three) Lakh per



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	manpower covering his/her spouse & two children for two years.	
2	Premium for Group Personal Accident Insurance Policy with a coverage of 5 (five) lakh rupees for two years - mentioned in SCC	
3	Premium for PMSBY for two years	
4	Premium for PMJJBY for two years	
5	Labour Welfare Fund of Govt. of West Bengal	
6	Revision on Min. wages/upward revision of wages/ implementation on code on wages 2019 - in case total revised monthly wages including statutory payment is higher than the monthly basic wage including allowances & employer's contribution of PF & ESIC, ex-gratia/bonus mentioned in SCC for highly skilled, Skilled & Semi-skilled person.	
7	Extra hours duty - mentioned in SCC	
8 (i)	Uniform (2 sets per year) & shoe (1 pair safety shoe per year) for Project, O&M and HSE for two year-mentioned in SCC	
8 (ii)	Uniform (2 sets per year) for other support service for two year-mentioned in SCC	

7. **FIXED REMUNERATION:** Contractor shall pay fixed monthly basic wage including allowances plus employer contribution of PF and ex-gratia as defined in **Table-3** of Standard Conditions of SCC Part-I to their personnel (Sr. Executive, Executive & Jr. Executive) to be deployed on contract basis in BGCL as per the rate given in TABLE-3. Payment against the same will be released by BGCL only after submission of proof of payment to the deployed manpower and statutory authorities. No direct payment, whatsoever, shall be made to individual Contractor's personnel by BGCL.

Contractor shall be solely responsible for payment of wages/remuneration including all statutory payments & allowances, if any to his/its personnel that might become applicable under any new act or order of Government. BGCL shall have no liability whatsoever in this regard.

Based on the prevailing labour legislations governing contract labour as brought out in Standard Conditions of **SCC - Part-II, Part- III and Part-IV**, the Bidder/Contractor is required to consider the monthly basic wage including allowances plus employer contribution of PF and ex-gratia as defined in **Table-3** above and quote the "**Service Charge**" accordingly.



8. Reimbursement on Variation in Price:

In case the min. wages/ wages plus statutory payments of Central/State Govt. is higher (due to revision of the minimum wages and/or DA (half yearly basis) or implementation of Code on Wages-2019 or any upward Wage revision) than the basic wage including allowances plus employer contribution of PF & (EC plus Medical insurance) and ex-gratia as defined in Table-3 of Standard Conditions of SCC Part-I per manpower per month, then the additional financial implication arising out of such upward revision will be reimbursed to the Contractor against additional payment made to their contract Manpower.

However, such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by BGCL to contractor shall remain same as per the original contract value.

Note: The above shall be applicable for Sr. Executive (Highly Skilled), Executive (Skilled) & Jr. Executive (Semi Skilled) category.

BGCL will reimburse premium for Employees Compensation Policy covering maximum Compensation Liability and a Mediclaim Floater with a coverage of minimum Rs.3 Lakh per manpower covering his/her spouse & two children.

Whenever ESIC is applicable in future due to change of present ceiling Rs.21000/-, then ESIC enrolment/coverage are to be made of the eligible contract manpower by the contractor in lieu of Employees Compensation & Medical Floater of Rs.3 Lakhs. The ESIC contribution amount will be reimbursed by BGCL along with monthly RA bill.

- 9. There will be no reimbursement** in case of revision of wages of Govt. of India towards (i) the overheads towards minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted "Service Charge" amount.
- 10.** The bidder is required to make his / her own assessment regarding deployment of resources, and Supervisor etc. required for ensuring satisfactory services as per terms



of the contract and also take into account all other applicable costs, if any, while quoting the rates / “Service Charge.”

11. The quoted rates will remain firm & fixed during the contract period.
12. The Bidder is required to submit an undertaking, as per Annexure- iii of this SCC.

13 **Uniform:**

Shall be applicable as per Special Conditions of Contract (SCC)

Deficiency:

“Deficiency” shall mean a deficiency in the performance of service(s) as mentioned in the Scope of Work including deployment of resources, poor quality of service, quantity and quality of material, efficiency of any service(s), non-compliance of statutory provision(s) or non-compliance of any of the tender condition(s).

BGCL/ Engineer in Charge (EIC) on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, BGCL shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the EIC with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor(s).

- a) It is recognized that there may be deficiencies in the performance by the Contractor with regards to one or more of the services required to be performed under the Scope of Work. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by EIC/ BGCL in any service(s) to be performed by the Contractor, BGCL shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.
- b) The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and BGCL shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the BGCL to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor from the Security Deposit @ Rs. 1,000/- per instance.



c) **List of deficiencies and penalties thereof:**

Table 4: List of deficiencies and penalties thereof

S. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1	Non deployment /short deployment of resource(s)	Rs 1,000/- per resource per instance
2	Complaints of misbehavior or negligence on the part of the resource	Rs. 1,000/- per instance
3	Non-wearing of PPE/ uniform / wearing untidy uniform by the resource on duty.	Rs.100/- per day per resource
4	If the timely payment is not made to the personnel by 7 th of each month.	Rs.1000/- per day till 10 th of each month, thereafter @Rs.5000/- per day shall be deducted from Contractor.
5	Reporting of non-compliances of any applicable statutory labour laws by Contractor, including non-payment/late payment/short payment of wages.	Rs.1000/-per resource per wage period.
6	Non-submission of running/final bill beyond 30 days of stipulated time for the applicable date of bill submission.	Rs.1000/- per instances and Rs.100/- per day beyond that.
7	Medical Floater insurance / GPA not taken/renewal within stipulated time frame.	Rs.500/-per resource per wage period

However, the total amount deducted towards deficiencies under the contract shall not exceed 5 % of the total contract value.

- d) In case, the deficiency continues for such period or in such manner as determined by BGCL that affects the services as mentioned in the Scope of Work, BGCL 's decision in this regard shall be final and binding on the Contractor. The Contractor shall be liable to pay compensation at the rate of 1 % (one percent) of the estimated cost of the service for every week limited to a maximum of 10 % (ten percent) of the value of the service. In the event of his failure to do so, the EIC may, on expiry of notice period, rectify / re-execute the service as the case may be at the risk and expense in all respects of the Contractor or may terminate the contract due to non-performance.

The decision of the EIC, as to any issue arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof /



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terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, BGCL reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

14 Performance :

Performance of the Contractor shall be dealt as per General Conditions of Contract(GCC).



STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage Period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of BGCL.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction of Absence = days of absence X applicable wage rate.

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records/returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of BGCL. After disbursement of wages, the representative of the Contractor and EIC/ authorized representative of BGCL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali



festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ *Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.*

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : 10 days Casual leave., 14 days Privilege leave & 7 days sick leave.
- iii. *As per the Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965/Negotiable Instrument Act 1881/Shops & Establishment Act (as applicable)*: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed. However, it will be as per West Bengal State.

HOLIDAYS & WORKING HOURS:

The CONTRACTOR shall deploy the required personnel to provide the requisitioned SERVICES on monthly basis, unless requisitioned for a shorter duration. These personnel shall be entitled to one weekly off; to be scheduled by the CONTRACTOR in consultation with the respective Nodal Officer/SIC of BGCL, as well as 09 Closed Office days in a year on account of 03 National Holidays (i.e Republic Day, Independence Day and Mahatma Gandhi's Birthday) and 06 Festival Holidays. They shall observe 8 hours of working per day, to be scheduled by the CONTRACTOR in consultation with the Nodal Officer of BGCL, including working in shifts of 08 defined working hours. Generally, the working hours/working days would be in accordance with those applicable to employees/officers of BGCL at places where SERVICES of such persons would be utilized, and nature of duty required.

The deployed personnel may have to work on holidays and for extended hours on any working day in order to meet the exigencies of work. For such extended hours of work of minimum 02 hours or more, additional payment of Rs.300/- for Sr. Executive &



Rs.200/- for other categories (Executive, Jr. Executive,) per working day shall be made by the Contractor's to its personnel. However Maximum capping considered on extra hours duty @ Rs. 3000/- per month per manpower.

CONTRATOR shall submit expenses in respect of such extended hours of work as stated above, along with their monthly invoices. No direct payment, whatsoever, shall be made to individual CONTRATOR 's personnel by BGCL. However, in the event of working on holidays/off days, Contractor Personnel shall be allowed Compensatory off in lieu of those holidays/off days. Compensatory offs will have to be availed by the concerned Contractor personnel within next month failing which the same will lapse i.e. C-Off earned in the month of Jan'26 to be availed by end of Feb'26.

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF& Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR along with proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Commonchallans would not be acceptable in BGCL.** The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contributions shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).**
- e) In case, the Contractor deploys any “**International Worker**”, the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o. the “International Workers” and must register on the ***International Worker Portal of EPFO.***

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation(ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for theresource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)



In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under **Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs.3 Lakhs per resource covering his/her spouse and two children.**

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from BGCL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e- banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of BGCL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further** BGCL, as Principal Employer, will make payment of wages in full or the



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unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act, 1948
 - k) The Payment of Wages Act, 1936
 - l) The Payment of Bonus Act, 1965



STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

- 1 The Contractor shall be solely responsible and indemnify BGCL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
- 2 The Contractor shall indemnify BGCL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
- 3 The Contractor shall indemnify BGCL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against BGCL.
- 4 The Contractor shall also indemnify BGCL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 5 All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
- 6 **Age:** No resource below the age of **18 years** shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years.
- 7 **Appointment/Nomination of supervisor:**

As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
- 8 A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
- 9 The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of BGCL while at the site/work. All existing and amended safety / fire rules of BGCL are to be followed at the work site by the Contractor and his deployed resource(s).
- 10 **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
- 11 In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BGCL from such liabilities.
- 12 The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / BGCL's Doctor.



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- 13 No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of BGCL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
- 14 While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
- 15 While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in BGCL** under the provisions of the Apprentices Act, 1961.
- 16 The Contractor is required to setup their office to maintain all Registers and other records at a place within a radius of **three kilometers of BGCL's registered office**.
- 17 Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
- 18 **Gate/ Entry Pass or Authorization:**

Entry to the premises of BGCL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
- 19 The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
- 20 Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
- 21 **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in BGCL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of BGCL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of BGCL and has come to the notice of BGCL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of BGCL.
- 22 Contractor shall ensure that all the deployed workforces shall be available with Mobile phone.
- 23 While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.



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- 24 *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge periodically.*
- 25 *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal periodically.*



STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BGCL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to BGCL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BGCL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY)/ Aatmanirbhar Bharat Rozgar Yojana (ABRY)/Pradhan Mantri Garib Kalyan Yojana – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme/Aatmanirbhar Bharat Rozgar Yojana (ABRY)/Pradhan Mantri Garib Kalyan Yojana(as applicable). In service contracts, the Contractor shall inform BGCL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).



STANDARD CONDITIONS OF SCC: PART V

Records and Registers

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at alltimes:

- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
- c) Register of Loan / Recoveries in FORM C
- d) Attendance Register in FORM D
- e) Register of rest/leave/leave wages in FORM E
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORM XII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-



2019, after it comes into force).

- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorized person** in BGCL certifying as “*Certified that the amount shown in the column No has been paid to the workman concerned in my presence on----- (date) at (place)*” along with **copy of bank statement** duly certified by bank and **copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment** as proof of as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode.**
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate e-Challans / ECR**, bank receipts/bank statement in **respect of resources deployed in BGCL in the previous month in this contract.** The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in details as per **Annexure- i.**
- v. Copy of Wage Slips in FORM XIX

c) **At the time of closure of contract**

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying BGCL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii.**
- ii. Copy of the **Wage Register in FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- ix. *Proof towards PF KYC compliance of contract workers*

5. **Verifications of bills and documents submitted by the Contractor**

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of BGCL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, BGCL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.



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Annexure-i

Details in support of RA Bill for the Month of _____, 20__

1. Name of the Firm/Agency/Contractor _____
2. Nature of Contract: Job/ Service _____
3. Period of Contract: From _____ to _____
(c) Extension Period of Contract, if any from _____ to _____
(d) Place where contract workmen are working _____
4. Postal address of the Contractor: _____
5. Phone No. of the Contractor: _____
6. Fax No. and Email of the Contractor: _____
7. Name and Address of PF office from where EPF Code No. has been allotted: _____
8. EPF Code No. allotted by PF office: _____
9. Name and Address of ESIC office from where ESI Code No. has been allotted: _____
10. ESI Code No. allotted by ESIC office: _____
11. Labour License No. _____ dated _____
12. Validity period of Labour License from _____ to _____
13. Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

14. Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
15. Details of deposit of contribution towards EPF:
b) EPF Challan No. _____ Amount _____ Date _____
16. Details of Deposition of contribution towards ESI
b) ESI Challan No. _____ Amount _____ Date _____
17. Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:



INDEMNITY BOND

WHEREAS Bengal Gas Company Limited (hereinafter referred to as BGCL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at **1st Floor, Block- A, Finance Centre, CBD Action Area-II B, New Town, Kolkata – 700161** has entered into a CONTRACT with *<name of the Contractor>* Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for **<NAME OF THE CONTRACT>** ---- for a period of -----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

BGCL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of BGCL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of BGCL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGCL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to BGCL forthwith, on demand, without protest the loss suffered by BGCL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with BGCL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of BGCL arising from any such contract/case for which BGCL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED
REPRESENTATIVE

Place:

Date:



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Annexure-iii

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed BGCL/owner is at liberty to act in line with the tender conditions including termination of the contract.

Signature of Bidder.....

Name of Bidder.....



Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Mediclaim Floater policy with a coverage of Rs.3 Lakhs per resource covering his/her spouse and two Children	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value:Rs. 5 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 20/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJBY)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 436/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	



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Annexure-v

SCHEDULE OF RATES

SUB – Hiring of Contract Manpower for Support Services for BGCL for a Period of Two (02) Years

The estimated rate as above includes sufficient margin towards overheads i.e. minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin.

The Bidder undertakes that he has completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document including Scope of work and Special Conditions of Contract (SCC) including

- a) Standard Conditions of SCC Part-I,
- b) Standard Conditions of SCC Part-II, Part-III, Part-IV
- c) Standard Conditions of SCC Part V.

The bidder undertakes that he has quoted the “Service Charge” / Rates considering all the above stipulations / conditions and the undertaking for the same is enclosed as *Annexure iii* of this SCC.

Signature of Bidder.....

Name of Bidder.....



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

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 custom bid for services. 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

SOR

TENDER FOR : HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BENGAL GAS COMPANY LIMITED FOR 02 YEARS

SOR No. (for SCC Scope of work & Tender)	Description of Services	UoM	QTY (a)	Unit Rate excluding GST(Rs.) (b)	Total Amount excl. GST (Rs.) (c=a*b)	GST in (Rs.) (d=c*18%)	Total Amount including GST (Rs.) e=(c+d)	Remarks
A	HIRING OF CONTRACT MANPOWER FOR SUPPORT							
A1	Monthly wages for Sr. Executive (Highly Skilled) L2 Category as per technical scope of work (Basic wages - Rs.43,144, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.3,593.90, Accomodation & Conveyance - Rs.15,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	72	63,688.00	45,85,536.00	8,25,396.00	54,10,932.00	
A2	Monthly wages for Sr. Executive (Highly Skilled) L1 Category as per technical scope of work (Basic wages - Rs.36,009, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2,999.55, Accomodation & Conveyance - Rs.10,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	360	50,959.00	1,83,45,240.00	33,02,143.00	2,16,47,383.00	
A3	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,381, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2614.04, Accomodation & Conveyance - Rs.9,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	384	44,945.00	1,72,58,880.00	31,06,598.00	2,03,65,478.00	
A4	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,645, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2302.83, Accomodation & Conveyance - Rs.7,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	288	38,898.00	1,12,02,624.00	20,16,472.00	1,32,19,096.00	
B	HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR O & M DEPARTMENT							
B1	Monthly wages for Sr. Executive (Highly Skilled) as per technical scope of work (Basic wages - Rs.35,622, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2967.31, Accomodation & Conveyance - Rs.9,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	96	50,039.00	48,03,744.00	8,64,674.00	56,68,418.00	
B2	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,086, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2589.46, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	192	44,125.00	84,72,000.00	15,24,960.00	99,96,960.00	
B3	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,451, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2286.67, Accomodation & Conveyance - Rs.6,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	120	38,188.00	45,82,560.00	8,24,861.00	54,07,421.00	
C	HIRING OF CONTRACT MANPOWER FOR MARKETING & COMMERCIAL DEPARTMENT							
C1	Monthly wages for Sr. Executive (Highly Skilled) as per technical scope of work (Basic wages - Rs.35,622, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2967.31, Accomodation & Conveyance - Rs.9,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	72	50,039.00	36,02,808.00	6,48,505.00	42,51,313.00	
C2	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,086, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2589.46, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	44,125.00	10,59,000.00	1,90,620.00	12,49,620.00	
C3	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,451, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2286.67, Accomodation & Conveyance - Rs.6,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	38,188.00	18,33,024.00	3,29,944.00	21,62,968.00	
D	HIRING OF CONTRACT MANPOWER F&A AND BIS DEPARTMENT							
D1	Monthly wages for Sr. Executive (Highly Skilled) as per technical scope of work (Basic wages - Rs.43,144, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.3593.90, Accomodation & Conveyance - Rs.15,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	63,688.00	30,57,024.00	5,50,264.00	36,07,288.00	

SOR

TENDER FOR : HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BENGAL GAS COMPANY LIMITED FOR 02 YEARS

SOR No. (for SCC Scope of work & Tender)	Description of Services	UoM	QTY (a)	Unit Rate excluding GST(Rs.) (b)	Total Amount excl. GST (Rs.) (c=a*b)	GST in (Rs.) (d=c*18%)	Total Amount including GST (Rs.) e=(c+d)	Remarks
D2	Monthly wages for Executive (F&A AND BIS) (Skilled) as per technical scope of work (Basic wages - Rs.31,086, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2589.46, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	96	44,125.00	42,36,000.00	7,62,480.00	49,98,480.00	
D3	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,852, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2320.07, Accomodation & Conveyance - Rs.5,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	72	37,122.00	26,72,784.00	4,81,101.00	31,53,885.00	
E	HIRING OF CONTRACT MANPOWER C & P DEPARTMENT							
E1	Monthly wages for Sr. Executive (Highly Skilled) L2 Category as per technical scope of work (Basic wages - Rs.36,009, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2,999.55, Accomodation & Conveyance - Rs.10,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	50,959.00	24,46,032.00	4,40,286.00	28,86,318.00	
E2	Monthly wages for Sr. Executive (Highly Skilled) L1 Category as per technical scope of work (Basic wages - Rs.33,687, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2,806.13, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	46,943.00	11,26,632.00	2,02,794.00	13,29,426.00	
E3	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,007, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2582.88, Accomodation & Conveyance - Rs.6,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	72	41,540.00	29,90,880.00	5,38,358.00	35,29,238.00	
E4	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,852, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2320.07, Accomodation & Conveyance - Rs.5,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	37,622.00	18,05,856.00	3,25,054.00	21,30,910.00	
F	HIRING OF CONTRACT MANPOWER HR & LAW DEPARTMENT							
F1	Monthly wages for Sr. Executive (Law) (Highly Skilled) as per technical scope of work (Basic wages - Rs.36,009, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2,999.55, Accomodation & Conveyance - Rs.10,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	50,959.00	12,23,016.00	2,20,143.00	14,43,159.00	
F2	Monthly wages for Sr. Executive (HR) (Highly Skilled) as per technical scope of work (Basic wages - Rs.33,687, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2,806.13, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	46,943.00	22,53,264.00	4,05,588.00	26,58,852.00	
F3	Monthly wages for Executive (HR) (Skilled) as per technical scope of work (Basic wages - Rs.30,994, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2581.80, Accomodation & Conveyance - Rs.5,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	41,026.00	19,69,248.00	3,54,465.00	23,23,713.00	
F4	Monthly wages for Jr.Executive (HR) (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,852, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2320.07, Accomodation & Conveyance - Rs.5,000) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	37,122.00	8,90,928.00	1,60,367.00	10,51,295.00	
G	HIRING OF CONTRACT MANPOWER FOR CORPORATE AFFAIRS & CO-ORDINATION DEPARTMENT							
G1	Monthly wages for Sr. Executive (Highly Skilled) as per technical scope of work (Basic wages - Rs.35,622, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2967.31, Accomodation & Conveyance - Rs.9,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	50,039.00	12,00,936.00	2,16,168.00	14,17,104.00	

SOR

TENDER FOR : HIRING OF CONTRACT MANPOWER FOR SUPPORT SERVICES FOR BENGAL GAS COMPANY LIMITED FOR 02 YEARS

SOR No. (for SCC Scope of work & Tender)	Description of Services	UoM	QTY (a)	Unit Rate excluding GST(Rs.) (b)	Total Amount excl. GST (Rs.) (c=a*b)	GST in (Rs.) (d=c*18%)	Total Amount including GST (Rs.) e=(c+d)	Remarks
G2	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,086, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2589.46, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	48	44,125.00	21,18,000.00	3,81,240.00	24,99,240.00	
H	HIRING OF CONTRACT MANPOWER FOR HSE DEPARTMENT							
H1	Monthly wages for Sr. Executive (Highly Skilled) as per technical scope of work (Basic wages - Rs.35,622, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2967.31, Accomodation & Conveyance - Rs.9,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	50,039.00	12,00,936.00	2,16,168.00	14,17,104.00	
H2	Monthly wages for Executive (Skilled) as per technical scope of work (Basic wages - Rs.31,086, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2589.46, Accomodation & Conveyance - Rs.8,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	44,125.00	10,59,000.00	1,90,620.00	12,49,620.00	
H3	Monthly wages for Jr.Executive (Semi-Skilled) as per technical scope of work (Basic wages - Rs.27,451, PF, EDLI & Admin charges - Rs.1,950, Bonus/Ex-gratia 8.33% - Rs.2286.67, Accomodation & Conveyance - Rs.6,500) excluding ESIC / Employee Compensation & Medical Insurance.	Man - Month	24	38,188.00	9,16,512.00	1,64,972.00	10,81,484.00	
	SUBTOTAL						12,61,56,705.00	
	Service Charges/ Bidder Charges/ Agency Management charges (3.85% of sum of wages)	EACH STATIO N/ MONTH	24				48,57,033.14	
Lumpsum Charges towards Hiring of contract Manpower for Support Services for Bengal Gas Company Limited for 02 years (Refer GeM SI No. 1)				To be quoted in GeM - Refer GeM SI No. - 1			13,10,13,738	Bidder can not quote less than this amount in GeM