



**CORRIGENDUM#1 DATED 01.05.2025**  
**PROCUREMENT OF CNG CASCADES FOR A PERIOD OF 2 YEARS**  
**ANNUAL RATE CONTRACT (ARC)**

**GeM Bid No.: GEM/2025/B/6134178 DATED: 12.04.2025**

1. The following clause against GeM Bid No.: **GEM/2025/B/6134178** Dated: 12.04.2025 stands modified to the extent indicated below:

| Clause No.         | Existing Description                               | Modified Description                               |
|--------------------|--|--|
| <b>Bid Details</b> | <b>Bid End Date/Time</b> : 05-05-2025<br>14:00:00  | <b>Bid End Date/Time</b> : 15-05-2025<br>14:00:00  |
|                    | <b>Bid Opening Date/Time</b> : 05-05-2025 14:30:00 | <b>Bid Opening Date/Time</b> : 15-05-2025 14:30:00 |

2. The following Forms & Format are incorporated/added in the tender document:

- ❖ **Annexure-I** refers to “PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY” in prescribed format (F-2). Refer Page No. **11** of **Corrigendum#1**.
- ❖ **Annexure-II** refers to “THIRD PARTY DEPOSIT CONFIRMATION LETTER ON FDR SUBMISSION FOR EMD” in prescribed format (F-2B). Refer Page No. **14** of **Corrigendum#1**.
- ❖ **Annexure-III** refers to “PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY” in prescribed format (F-2C). Refer Page No. **15** of **Corrigendum#1**.
- ❖ **Annexure-IV** refers to “AGREED TERMS & CONDITIONS” in prescribed format (F-5). Refer Page No. **19** of **Corrigendum#1**. **All bidders must fill this Format F-5 (Provided in Corrigendum#1) & submit bid against this Tender.**

3. The followings are further clarified against GeM Bid Document No.: **GEM/2025/B/6134178 Dated: 12.04.2025** as indicated below:

| Sl No | Clause No.  | Tender Specification  | Description/Vendors Query  | Clarification   |
|-------|---|---|--|---|
| 1     | <b>SECTION – V<br/>Scope of Work (SOW)<br/>&amp; Technical<br/>Specification</b><br><br>Clause No – 8.3.1 | The piping/ tubing material shall be of Sandvik / Tubacex make only.            | Request you to add and RATNAMANI JINDAL make                             | <b>Tender Specification prevails. No Modification</b> |
| 2     | <b>SECTION – V<br/>Scope of Work (SOW)<br/>&amp; Technical<br/>Specification</b><br><br>Clause No – 8.3.2 | All fittings including valves shall be of Swagelok, Parker, SSP and Hylok make. | Request you to add DKLOK and DAWSON make                                 | <b>Tender Specification prevails. No Modification</b> |
| 3     | <b>SECTION – V<br/>Scope of Work (SOW)<br/>&amp; Technical<br/>Specification</b>                          | Signal red on cylinder neck portion   | White colour same as cylinder body, as per revised standard IS 4379:2021 | <b>Tender Specification prevails. No Modification</b> |

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|   | Clause No – 8.5   |   |   |   |
| 4 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 8.5   | The paint shall be chosen, primed and applied as to have a service life of ten years. The exterior surface is required to be corrosion free for ten years and to have faded free life without oxidation of paint surface for five years in an environment of bright sun light with an intense UV content. | OK, but warranty shall be 12 months from the date of successful commissioning or 18 Months from the date of delivery whichever is earlier, as per this tender document. No extended warranty for paint (10 &/or 5 years)  | <b>Tender Specification prevails. No Modification</b> |
| 5 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 14.0<br>CHECK LIST FOR SCOPE OF SUPPLY<br><br>Sub Clause No – 6.3 | Operating Temperature range –[ -55°C to 65°C]   | Shall be -20°C to +60°C as per Clause 1 of IS 7285 (Part 2)   | <b>Tender Specification prevails. No Modification</b> |
| 6 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 14.0<br>CHECK LIST FOR SCOPE OF SUPPLY<br><br>Sub Clause No – 6.5 | Calibration traceability - To NIST as per ISO 5168  | Calibration traceability to NABL / ISO 17025. The NIST is part of the U.S. Department of Commerce and ISO 5168 is for fluid flow procedures; not for calibration  | <b>Tender Specification prevails. No Modification</b> |
| 7 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 14.0<br>CHECK LIST FOR SCOPE OF SUPPLY<br><br>Sub Clause No – 6.8 | All valves as per IS 3224 or as Applicable standard code or approved by CCOE  | All Cylinder shut-off valves as per IS 3224 or as Applicable standard code or approved by CCOE. All other instrumentation valves used in cascades, that means Ball Valve, Bleed/Purge Valve, Check/Non- Return Valve, Pressure Relief Valve are not covered in IS 3224 and not approved by CCOE | <b>Tender Specification prevails. No Modification</b> |
| 8 | <b>SECTION – VI</b><br><b>Special Condition of Contract</b><br><br>Clause No – 3.1  | Completion period - Within 12 Weeks from the date of intimation/release order   | Request you to clarify the lot wise supply quantity within 12 weeks.  | <b>Tender Specification prevails. No Modification</b> |

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| 9  | <b>SECTION – VI<br/>Special Condition of<br/>Contract</b><br><br>Clause No – 14.0          | PRICE REDUCTION<br>SCHEDULE (PRS)  | Penalty should be for<br>undelivered quantity only.<br>And maximum 5% should<br>be for the Basic Value of<br>undelivered quantity only<br>and Not on the value of<br>total ordered quantity.                  | <b>Tender Specification<br/>           prevails. No<br/>           Modification</b> |
| 10 | <b>SECTION – VI A<br/>PAYMENT TERMS<br/>AND MODE OF<br/>PAYMENT</b><br><br>Clause No – 1.1 | <b>1.1 Supply:</b><br>1.1.1 90% of Invoice value<br>with taxes and duties will be<br>paid progressively after<br>adjustment against PRS and<br>against submission of invoice<br>(as per GST Act/ Law) in<br>triplicate along with:<br>i) Inspection release<br>note by<br>Purchaser/Purchaser's<br>agency.<br>ii) LR/GR<br>iii) Documents as<br>specified in Vendor Data<br>Requirement in MR.<br>iv) Packing List<br>Proof of customs clearance<br>including payment of customs<br>duty for imports permitted in<br>the Contract, if applicable.<br>vi) Dispatch<br>instructions/clearance by<br>purchaser. | Ok - But in case of delay in<br>payment beyond stipulated<br>period, interest@ 12%, will<br>be charge.  | <b>Tender Specification<br/>           prevails. No<br/>           Modification</b> |
| 11 | <b>SECTION – I<br/>INVITATION FOR<br/>BID (IFB)”</b><br><br>Clause No – D                  | D. BID SECURITY /<br>EARNEST MONEY<br>DEPOSIT (EMD)  | Request you to kindly<br>provide us, format for<br>EMO, to enable us to<br>processed with our bank.   | <b>Refer Annexure – I,<br/>           II, III of<br/>           Corrigendum#1</b>   |
| 12 | <b>GEM - Bid Document<br/>Bid Details</b>  | Bid End Date/Time:<br>05-05-2025 14:00:00  | Request you to kindly<br>Extend the Due Date for<br>Bid Submission at least by<br>10 To 15 Day's from<br>05.05.2025.  | <b>Refer<br/>           Corrigendum#1</b>   |
| 13 | <b>SECTION – VI<br/>Special Condition of<br/>Contract</b><br><br>Clause No – 21            | Warranty shall remain valid<br>for twelve (12) months<br>from the date of successful<br>commissioning of items or<br>Eighteen (18) Months from<br>the date of delivery of last<br>shipment whichever is<br>earlier.  | Warranty shall remain<br>valid for twelve (12)<br>months from the date of<br>successful commissioning<br>of items or Eighteen (18)<br>Months from the date of<br>delivery respective<br>Cascade, whichever is | <b>Tender Specification<br/>           prevails. No<br/>           Modification</b> |

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| 14 | <b>SECTION – VI</b><br><b>Special Condition of Contract</b><br><br>Clause No – 3.1.1   | Delivery of Goods shall be FOT Site basis. The date of receipt of all components under the respective item of price schedule of supply at designated BGCL's store/stores as per MR shall be considered as date of delivery.  | Exact delivery Locations not indicated in Tender. Request you to kindly confirm the exact Delivery location to enable us to decide Freight Charges accordingly. | <b>Tender Specification prevails. No Modification</b> |
| 15 | <b>SECTION – VII</b><br><b>SCHEDULE OF RATES</b>   | SOR Item No – 1.02 & 1.08  | We shall supply Pressure relief device consisting of Burst disc and fusible plug as separate Burst Disc is not available from OEM (TEKNO/VANAZ).                | <b>Tender Specification prevails. No Modification</b> |
| 16 | <b>SECTION – V</b><br><b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No – 2.0<br><b>SCOPE OF SUPPLY &amp; WORK</b> | The scope of work includes design, engineering, manufacturing, assembly, supply, inspection and testing at works and at site, if required, of CNG Mobile / stationary Storage Cascade of 3000 WL and 4500 WL capacity at 15°C, for filling and storing of CNG at 255 Kg/cm <sup>2</sup> at 20 to 48°C as specified in Technical Specification. The cascades for the project shall be complete in all respects.               | Unloading shall be done on leveled ground only and shall not be mounted on top of the compressor.   | <b>Tender Specification prevails. No Modification</b> |
| 17 | <b>SECTION – V</b><br><b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No – 1.0<br><b>BRIEF PROJECT DETAILS</b>      | Bengal Gas Company Limited, a joint venture of M/s GAIL (India) Limited and Greater Calcutta Gas Supply Corporation Limited (GCGSCL), a company of GoWB, has been set up to develop City Gas Distribution (CGD) Network in Kolkata for distribution of CNG and PNG to various consumer segments. Presently, Bengal Gas Company Limited is expanding City Gas Distribution Networks (CGDN) to supply Natural Gas to Domestic, | Kindly provide exact locations to determine the freight charges.  | <b>Tender Specification prevails. No Modification</b> |

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|    |  | Commercial, Industrial and Automobile consumers in the Kolkata city and parts of adjoining districts of North 24 Parganas, south 24 Paraganas, Howrah, Hooghly and Nadia.  |  |   |
| 18 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 4.18 | Loading/Unloading of equipments and supply up to sites/stores shall be in the scope of bidder.   | Unloading shall be done on leveled ground only and shall not be mounted on top of the compressor.  | <b>Tender Specification prevails. No Modification</b> |
| 19 | <b>SECTION – V</b><br><b>Scope of Work (SOW)</b><br><b>&amp; Technical Specification</b><br><br>Clause No – 6.0  | <p>The design, construction, manufacture, supply, testing and other general requirements of the Storage Cascades should be strictly in accordance with the latest Applicable Standards and Codes and shall comply fully with relevant Indian or International standards, Gas Cylinder Rule 1981, Indian Explosives Act- 1884, Stationary and Mobile Pressure Vessels (Unfired) Rules (SMPV) 1981, CNG Cylinder Design Code, IS:7285,2004(part-2), CNG Cylinder Valves, IS:3224 1979 (Amendments 1983,84,85,86,89,92,98)</p> <p>GAS CYLINDER RULE 2004 Standards for CNG Storage and Gas Cylinder Rules.</p> <p>CNG CYLINDER DESIGN CODE IS: 7285 2004 (Part-2).</p> <p>CNG CYLINDER VALVES, IS: 3224 (Latest Edition).</p> | <p>IS 7285-2:2017 Amend No. 1 : 2021 to be followed<br/>IS3224:2021 to be followed.</p> <p>GAS CYLINDER RULE 2016 Standards for CNG Storage and Gas Cylinder Rules to be followed.</p> <p>CNG CYLINDER DESIGN CODE IS 7285-2:2017 Amend No. 1 : 2021 to be followed</p> <p>IS3224:2021 to be followed.</p> | <b>Tender Specification prevails. No Modification</b> |
| 20 | <b>SECTION – V</b>   | Cascade storage dimension:   | Please refer GA drawings   | <b>Tender Specification</b>                           |

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|    | <b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.1.4              | The overall dimensions of cascade with cylinders being kept horizontal shall not exceed Length – 5500 mm, Height - 1600 mm and width of 1 cylinder up to 2000 mm. However, bidder shall submit the dimensions for Cascades along with Technical offer.  | submitted with the tender for actual dimensions<br><br>3000 WL - 3640 mm (L) x 1875 mm (W) x 1850 mm (H)<br>4500 WL - 5258 mm (L) x 1875 mm (W) x 1850 mm (H) | <b>prevails. No Modification</b>                      |
| 21 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.1.7  | All cylinders shall be new and unused. Re-certified cylinders are not acceptable. Before dispatch, using or refilling the cylinder has to be made gas-free, air contained therein shall be purged by N2 gas. All cylinders in a cascade shall be of same capacity.  | Please specify size of the cylinder to be considered 75L or 150L  | <b>Tender Specification prevails. No Modification</b> |
| 22 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.1.8  | Cylinder material shall be seamless alloy steel (Cr-Mo) as per design approval by Chief Controller of Explosive (CCOE)/ Petroleum and Explosives Safety Organization (PESO) Government of India.  | Supply material of the cylinder as per the PESO approval (CMn)  | <b>Tender Specification prevails. No Modification</b> |
| 23 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.1.14 | Number of cylinders in the cascade shall be divided into three independent banks of low, medium and high pressure. Vendor shall optimize the number of cylinders in each bank for maximizing the recovery from the cascade storage and submit the calculations along with the bid. Vendor may assume the residual cylinder pressure of the vehicle coming for refill at 50 bar g and 28-bar g in case of booster compressor at daughter station.<br>Indicative ratio of Low: Medium: High is 5:3:2 by volume. | Exact details shall be submitted in the drawings for Banking System   | <b>Tender Specification prevails. No Modification</b> |
| 24 | <b>SECTION – V</b>  | The cylinders shall be  | The permanent marking on  | <b>Tender Specification</b>                           |

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|    | <b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.1.22            | permanently and clearly marked for “CNG only” and also labeled as "CNG ONLY" in letter at least 25 mm high in contrasting color in a location which shall be visible after installation   | cylinder as per IS7285-2 shall be "CNG" and "CNG ONLY" Stickers will be provided on each cylinder neck profile.   | <b>prevails. No Modification</b>                      |
| 25 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.2.3 | Frame structure of each cascade shall be capable of withstanding 4g impact (four times gravity) from any direction without any distortion. Calculations for the same to be submitted to Owner/Consultant.   | Mathematical calculation of 4G shall be provided  | <b>Tender Specification prevails. No Modification</b> |
| 26 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.2.5 | Supplier to submit structural drawing of the frame  | Only Cascade GA Drawings, P & ID, and cascade footprint drawing shall be provided. Frame structural drawing in our internal document and cannot be shared.  | <b>Tender Specification prevails. No Modification</b> |
| 27 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.2   | Frame Painting:<br>Surface preparation by Short Blasting as per grade SA 2 ½ as per IS 9954/ISO 8501-1, shall be carried out. Three coats of paint shall be applied with minimum thickness of 300 micron. (Permissible thickness in each coat shall be within 80 to 120 micron.)              | Paint coat thickness 300 micron has the tendency to peel off. Hence, EKC propose to offer final paint thickness of ~140 microns with each coat thickness of 4-60 microns. Please confirm. Frame surface preparation shall be sand blasted instead of shot blasting. Shot blasting is not allowed for open frame as it is hazardous for the workers and the environment. | <b>Tender Specification prevails. No Modification</b> |
| 28 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.3.1 | Materials used for the piping shall be stainless steel 316 fully annealed seamless confirming to ASTM A269 with maximum hardness of Rb80 or less and suitable for bending and flaring. OD tolerance shall be (+) 0.005”. The piping/ tubing material shall be of Sandvik / Tubacex make only. | 'Kindly consider indigenous makes for tubes Ratnamani and Jindal Saw as these widely used and accepted in various CGDs.   | <b>Tender Specification prevails. No Modification</b> |
| 29 | <b>SECTION – V</b>   | All fittings including valves   | 'Kindly consider  | <b>Tender Specification</b>                           |

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|    | <b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.3.2             | shall be of Swagelok, Parker, SSP and Hylok make. Material shall be SS 316 conforming to ASTM A 182 / A 479 / A 276/ A 269. Open ends on fittings and vents shall be provided with caps.   | indigenous makes for fittings such as DkLok, Seal excel, Dawsons and Superlok as these widely used and accepted in various CGDs.    | <b>prevails. No Modification</b>                      |
| 30 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.3.6 | Material of vent tubing shall be SS 316 conforming to ASTM A 269 and vent height shall be minimum 3 meter above from the working level.  | 3 meter vent pipe will be provided for Stationary cascades only and 1.5meter for Mobile Cascades as per the RTO rules.              | <b>Tender Specification prevails. No Modification</b> |
| 31 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –8.5   | Signal red on cylinder neck portion  | Not applicable as entire cylinder shall be painted WHITE without red on the cylinder neck as per latest code requirement of IS4279. | <b>Tender Specification prevails. No Modification</b> |
| 32 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.1  | Vendor shall carryout 4-G static calculation of one complete assembled cascade with all the cylinders mounted and filled and submit the same.  | Please refer to 4G Mathermatical calculations   | <b>Tender Specification prevails. No Modification</b> |
| 33 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.2  | Vendor shall carryout cylinder burst test of one cylinder from the entire batch produced for supply to owner in case offered cylinders are of new design. Vendor shall inform the schedule of the test well in advance to enable Owner or their authorized representative to depute technical personnel for witnessing the test. | Only Manufacturing TC will be provided for reviewing the test results. Witnessing of the same is not possible.                      | <b>Tender Specification prevails. No Modification</b> |
| 34 | <b>SECTION – V Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.3  | Vendor shall carry out all standard shop tests / QA/QC as per recommendation of manufacturer/ Chief Controller of Explosives or Petroleum and Explosives Safety Organization (PESO). Copies of the testing / inspection carried shall be furnished to owner.   | BIS shall be the inspection authority fir cylinder batch release.   | <b>Tender Specification prevails. No Modification</b> |
| 35 | <b>SECTION – V</b>   | Vendor shall furnish record  | Only Manufacturing TC   | <b>Tender Specification</b>                           |



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|    | <b>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.4  | of storage capacity check of each cylinder in a cascade and the same need to be demonstrated to Owner/ Consultant or their authorized representative.  | will be provided for reviewing the test results. Demonstration of the same is not possible.   | <b>prevails. No Modification</b>                      |
| 36 | <b>SECTION – V<br/>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.5                          | Each assembled storage cascade with all tubing, valves shall be pressure tested to ensure existence of no leakage prior to dispatch.   | Pressure manifolding shall be tested at 270Bar and vent manifolding will be tested at 5 Bar by ensuring leakage with soap solution.   | <b>Tender Specification prevails. No Modification</b> |
| 37 | <b>SECTION – V<br/>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –10.6                          | All tests/checks described above or recommended by manufacturer/Chief Controller of Explosives or Petroleum and Explosives Safety Organization (PESO) shall be witnessed by Third Party Inspection Agency.   | BIS will be TPI for cascade and PESO will issue only filling permission.  | <b>Tender Specification prevails. No Modification</b> |
| 38 | <b>SECTION – V<br/>Scope of Work (SOW) &amp; Technical Specification</b><br><br>Clause No –11.2.5                        | QA/QC report for manufacture of cylinder and testing shall be furnished.   | Only Manufacturing TC will be provided for reviewing the test results.  | <b>Tender Specification prevails. No Modification</b> |
| 39 | <b>SECTION – VI<br/>Special Condition of Contract</b><br><br>Clause No – 14<br><br><b>PRICE REDUCTION SCHEDULE (PRS)</b> | Clause 26.0 of GCC shall stand modified to the following extent:<br><br>If the Vendor fails to deliver any or all of materials or performance of the work and service within the time period (s) specified in the Order/ Contract, BGCL shall without prejudice to any other remedy(ies) under the order/ contract, reduce a sum calculated on the under mentioned basis:<br>Price Reduction will be applicable @ 1/2 % of the delayed delivery value per week of delay or part thereof in supply/completion of work subject to a maximum (ceiling) of 5% of total | In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the undelivered Basic value per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the undelivered Basic value of the cascade/per Call off/PO | <b>Tender Specification prevails. No Modification</b> |

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|    |   | <p>order value for orders of materials</p> <p>The price reduction schedule to be made applicable against individual release order with specific delivery period and not on the total ARC value.</p> <p>The value referred in PRS clause is excluding GST.</p> |   |  |
| 40 | <p><b>SECTION – VI</b></p> <p><b>Special Condition of Contract</b></p> <p>Clause No – 3</p> <p><b>DELIVERY SCHEDULE</b></p> | <p>Within 12 Weeks from the date of intimation/release order</p>  | <p>Considering the remote locations of the order, kindly consider delivery period within 16-20 weeks from the date of intimation/Release note or approval of drawings and QAP whichever is later.</p> | <p><b>Tender Specification prevails. No Modification</b></p> |

**Annexure – I**

**E-2**

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID  
SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

**[This Format supersede the Format of GeM]**

|  |   |  |
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| To,<br>M/s BENGAL GAS COMPANY<br>LIMITED | <b>Bank Guarantee No.</b>   |  |
|  | <b>Date of BG</b>   |  |
|  | <b>BG Valid up to</b>   |  |
|  | <b>Claim period up to (There should be<br/>three months gap between expiry<br/>date of BG &amp; Claim period)</b> |  |
|  | <b>Stamp Sl. No./e-Stamp Certificate<br/>No.</b>  |  |

**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),  
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) 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.

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

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 expiry date of BG should be two months beyond the validity of bid) 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 .....

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank  
Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of

Attorney

No. \_\_\_\_\_

Date: \_\_\_\_\_

**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 -16.2".**
- 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. If a Bank Guarantee is issued by a commercial Bank (excluding Co-operative banks and Regional Rural bank), then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence in the Bank Guarantee itself.**

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

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

**Annexure – II**  
**FORMAT F-2B**  
**Third Party Deposit Confirmation Letter**

Date: \_\_/\_\_/\_\_\_\_

To,

**M/s Bengal Gas Company Limited**

1<sup>st</sup> 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.)

**Annexure – III**

**FORMAT F-2C**

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

(To be stamped in accordance with the Stamp Act)

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

**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:



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

- a) The Insurance Surety Bond shall be from Insurance Regulatory Insurer and Development Authority of India (IRDAI) registered general insurance companies 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 expiry date should be arrived at in accordance with "ITB: Clause-16.1".
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16.3".
- f) 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".
- g) 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 |   | PERFORMANC<br>E INSURANCE<br>SURETY BOND | SECURIT<br>Y<br>DEPOSIT | EMD | ADVANC<br>E |

|   |                 |     |            |  |
|---|-----------------|-----|------------|--|
| 6 | INSURER DETAILS |     |            |  |
|   |                 | (A) | EMAIL ID : |  |
|   |                 | (B) | ADDRESS :  |  |
|   |                 | (C) | PHONE NO : |  |

**Annexure – IV**

**E-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<br>CONFIRMATION   |
|-----|--|----------------------------|
| 1   | Bidder's name and address  | Bidder's name:<br>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 <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Price bid.   |                            |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b><br><br>If yes, Bidder confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid | Yes/ No<br><br>.....       |
| 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  |                            |

| Sl. | DESCRIPTION   | BIDDER'S<br>CONFIRMATION |
|-----|---|--------------------------|
|     | 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 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).<br>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:<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity<br>d) Bank Address/e-mail ID/Mobile no. [in case of BG]<br>OR<br>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<br>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BGCL<br>or<br>(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.   |                          |

| Sl. | DESCRIPTION  | BIDDER'S<br>CONFIRMATION |
|-----|--|--------------------------|
| 17. | <p><u>No Deviation Confirmation:</u><br/>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, Bidder's Bid may be rejected.</p>   |                          |
| 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<br/>"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 &amp; 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. | <p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</p>   |                          |
| 20. | <p>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.</p>   |                          |
| 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>  |                          |

| Sl. | DESCRIPTION   | BIDDER'S<br>CONFIRMATION |
|-----|---|--------------------------|
|     | <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> <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 &amp; 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 &amp; 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>  |                          |

| <b>Sl.</b> | <b>DESCRIPTION</b>  | <b>BIDDER'S<br/>CONFIRMATION</b> |
|------------|---|----------------------------------|
| 28.        | Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BGCL's decision in this regard shall be final.   |                                  |
| 29.        | As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are 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.  |                                  |

All other terms and conditions of the Bidding Document remains unaltered.

This document shall form an integral part of the bidding document and shall be signed/stamped and submitted along with the bid.

\_\_\_\_\_  
(STAMP & SIGNATURE OF BIDDER)

B Sonowal  
Head (C&P)  
BGCL