



CORRIGENDUM#1 DATED 30.04.2025
PROCUREMENT OF MDPE PIPELINES FOR LMC WORK
FOR CGD PROJECT OF KOLKATA -GA ON TWO YEARS
ANNUAL RATE CONTRACT (ARC)

GeM Bid No.: GEM/2025/B/6130634 DATED: 10.04.2025

1. The following clause against GeM Bid No.: **GEM/2025/B/6130634** Dated: 10.04.2025 stands modified to the extent indicated below:

Clause No.	Existing Description	Modified Description
Bid Details	Bid End Date/Time : 01-05-2025 14:00:00	Bid End Date/Time : 14-05-2025 14:00:00
	Bid Opening Date/Time : 01-05-2025 14:30:00	Bid Opening Date/Time : 14-05-2025 14:30:00
SECTION-III INSTRUCTION TO BIDDERS ANNEXURE-II to Section-III BIDDING DATA SHEET (BDS) F. AWARD OF CONTRACT ITB Clause - 38	Contract Performance Security/ Security Deposit	Contract Performance Security/ Security Deposit
	APPLICABLE <input checked="" type="checkbox"/>	APPLICABLE <input checked="" type="checkbox"/>
	NOT APPLICABLE <input type="checkbox"/>	NOT APPLICABLE <input type="checkbox"/>
	<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 align="center">OR</p> <p>Initial security deposit (ISD) @ 2.5% of total annualized basic Order / Contract value excluding GST within 30 days of FOA/notification of award and deduction @2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (Including ISD and deducted amount) reaches 5% of Annualized Order / Contract Value excluding GST.</p> <p>Note: In case of Bank Guarantee, Claim Expiry date should be 3 month beyond BG Expiry Date.</p> <p>Validity of CPS/SD shall be 27 months from the date of GeM Contract.</p> <p>CPS shall be submitted within 30 days from the date of Award/FOA.</p>	<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 align="center">OR</p> <p>Initial security deposit (ISD) @ 2.5% of total annualized basic Order / Contract value excluding GST within 30 days of FOA/notification of award and deduction @2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (Including ISD and deducted amount) reaches 5% of Annualized Order / Contract Value excluding GST.</p> <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 39 months from the date of GeM Contract.</p> <p>CPS shall be submitted within 30 days from the date of Award/FOA.</p>



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	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.	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.
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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. **3** 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. **6** 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. **8** of **Corrigendum#1**.
- ❖ **Annexure-IV** refers to “AGREED TERMS & CONDITIONS” in prescribed format (F-5). Refer Page No. **12** 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 Queries received during Pre Bid Meeting dated 17.04.2025 against GeM Bid Document No.: **GEM/2025/B/6130634** Dated: 10.04.2025 as indicated below:

Sl No	Vendors Query	Clarification
1	Is PE 80 is considered equivalent to PE 100 for the purpose of Qualification of Technical BEC?	PE 80 is not to be considered equivalent to PE 100 for the purpose of Qualification of Technical BEC
2	Provision of Relaxation of Technical BEC for New Vendors	No Relaxation in BEC is available in the instant Tender
3	Is Reverse Auction (RA) is applicable in the instant Tender?	Reverse Auction (RA) is not applicable in the instant Tender



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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]

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), 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 _____.



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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)
Designation with Bank Stamp

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS) Attorney as per
Power of Attorney No. _____
Date: _____

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

- 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.**
- The expiry date should be arrived at in accordance with "ITB: Clause-16.1".**
- The Bank Guarantee by bidders will be given from Bank as specified in "ITB : Clause -16.2".**
- 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".**



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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 alongwith documentary evidence in the Bank Guarantee itself.

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	:			



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GeM Bid No.: GEM/2025/B/6130634 DATED: 10.04.2025

Annexure - II

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.....



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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.)



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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, 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.



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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)

Date:

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____



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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		PERFORMANCE INSURANCE	SECURITY DEPOSIT	EMD	ADVANCE

			SURETY BOND			
6	INSURER DETAILS					
		(A)	EMAIL ID :			
		(B)	ADDRESS :			
		(C)	PHONE NO :			



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Annexure - IV

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	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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 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.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	<p><u>No Deviation Confirmation:</u></p> <p>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</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	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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> <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.	Bidder confirms that they have read and understood the General Conditions of Contract - available at SECTION-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
23.	<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.	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.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
25	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
27.	In case of any variance in the terms and conditions between GeMContract and PO/LOA, the terms and conditions of PO/LOA shall prevail.	
28.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BGCL's decision in this regard shall be final.	
29.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are 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