



BHAGYANAGAR GAS LIMITED

{A joint venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd.}
HYDERABAD (INDIA)

CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AND KAKINADA

BID DOCUMENT FOR

SUPPLY OF CNG RECIPROCATING COMPRESSORS

OPEN INTERNATIONAL COMPETITIVE BIDDING

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508

PART – I and II



PREPARED AND ISSUED BY MECON LIMITED

(A Govt. of India Undertaking)
Bengaluru, India

August, 2018



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508





PART -1

SECTION-I

INVITATION FOR BID

(IFB)

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No:MEC/23R8/01/51/D2/T03/SU/6508

Date: 07.09.2018

SUB: TENDER DOCUMENT FOR SUPPLY OF CNG RECIPROCATING COMPRESSORS

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), EPMC for the project, on behalf of Bhagyanagar Gas Limited (BGL) (CIN U40200TG2003PLC041566), a Joint Venture of M/s GAIL (India) Ltd. and M/s Hindustan Petroleum Corporation Ltd., invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

| | | | | | | |
|-------------------|-------------------------------------|---|-------------------|-------------------------------------|----------------|--------------------------|
| (A) | SCOPE OF SUPPLY/PROCUREMENT | CNG RECIPROCATING COMPRESSORS | | | | |
| (B) | TENDER NO. | MEC/23R8/01/51/D2/T03/SU/6508 | | | | |
| (C) | TYPE OF BIDDING SYSTEM | <table border="1" style="width: 100%;"> <tr> <td data-bbox="857 1339 1156 1444">SINGLE BID SYSTEM</td> <td data-bbox="1156 1339 1380 1444" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="857 1444 1156 1528">TWO BID SYSTEM</td> <td data-bbox="1156 1444 1380 1528" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | SINGLE BID SYSTEM | <input checked="" type="checkbox"/> | TWO BID SYSTEM | <input type="checkbox"/> |
| SINGLE BID SYSTEM | <input checked="" type="checkbox"/> | | | | | |
| TWO BID SYSTEM | <input type="checkbox"/> | | | | | |
| (D) | BID DOCUMENT ON WEBSITE | From 07.09.2018 | | | | |
| (E) | CONTRACTUAL DELIVERY DATE | Refer clause no.4 of SCC | | | | |
| (F) | TENDER FEE | <table border="1" style="width: 100%;"> <tr> <td data-bbox="863 1722 1144 1806" style="text-align: center;">APPLICABLE</td> <td data-bbox="1144 1722 1380 1806" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="863 1806 1144 1890" style="text-align: center;">NOT APPLICABLE</td> <td data-bbox="1144 1806 1380 1890" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
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Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508





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| | | APPLICABLE | <input checked="" type="checkbox"/> | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | | |
| (G) | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | <p>Amount:</p> <table border="1"> <tr> <td style="text-align: center;">Bid Security Requirement (INR / US \$)</td> </tr> <tr> <td style="text-align: center;">INR 11.62 Lacs INR / US \$ 16,600</td> </tr> </table> <p>Note: In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per law (if any) is to be fulfilled by the concerned foreign bidder.</p> <p>(Refer clause no.16 of ITB&BDS for details)</p> | Bid Security Requirement (INR / US \$) | INR 11.62 Lacs INR / US \$ 16,600 | | |
| Bid Security Requirement (INR / US \$) | | | | | | |
| INR 11.62 Lacs INR / US \$ 16,600 | | | | | | |
| (H) | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | <p>From 07.09.2018 (11.00 Hrs, IST) to 09.10.2018 (15.00 Hrs, IST) on following websites:</p> <p>(i) BGL's website http://www.bglgas.com</p> <p>(ii) Govt. CPP Portal - https://eprocure.gov.in</p> <p>(iii) MECON's website http://www.meconlimited.co.in</p> | | | | |
| (I) | DATE, TIME & VENUE OF PRE-BID MEETING | <p>Date : 19.09.2018 Time : 11.30 hrs. (IST) Venue : BGL Hyderabad office</p> | | | | |
| (J) | BID DUE DATE & TIME | <p>Date : 09.10.2018 Time : Upto 15.00 hrs. (IST)</p> | | | | |
| (K) | DATE, & TIME OF UN-PRICED BID OPENING | <p>Date : 09.10.2018 Time : 16.00 hrs. (IST)</p> | | | | |
| (L) | CONTACT DETAILS | <p>DGM (I/c) (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004, India Ph. No. 080-2657 6442 / 26252105 Fax No. 080-26576352 Email : contractsblr@meconlimited.co.in</p> | | | | |

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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In case of the days specified above happens to be a holiday in MECON, the next working day shall be implied.



- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D)above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 The following documents is to be submitted in Original:
 - i) Demand Draft towards Tender Fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 5.0 Bidder(s) are advised to submit their bid 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 (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its Amendment(s)& Clarification(s), if any from websites [refer Clause No. 2.0 (H) above] 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 above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply/Specification(s) as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 Bhagyanagar Gas reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

This is not an Order.
For & on behalf of
Bhagyanagar Gas Limited

(V. IMAYAVARAMBAN)
DGM (I/c) (Contracts)
MECON Limited
No.89, South End Road, Basavanagudi,
Bengaluru – 560 004
Ph. No. 91-80-2657 6442 / 26252105
Fax No. 91-80-26576352
E-mail : contractsblr@meconlimited.co.in

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|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
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CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

PART – A (UN-PRICED Bid)

(Original Power of Attorney and Complete Technical and Commercial offer WITOUT ANY REFERENCE TO PRICE)

Owner : ***BHAGYANAGAR GAS LIMITED***

Project : ***CITY GAS DISTRIBUTION PROJECT***

Bid Document No. : ***MEC/23R8/01/51/D2/T03/SU/6508***



Item : ***SUPPLY OF CNG RECIPROCATING COMPRESSORS***

Due Date & Time : ***Upto 15.00 Hrs. (IST) on 09.10.2018***

From : **To :**

| | |
|--|--|
| | <i>Dy. General Manager (I/c) (Contracts)</i> <i>MECON LIMITED</i> <i>No.89, South End Road, Basavanagudi,</i> <i>Bengaluru – 560 004</i> <i>Ph. No. 91-80-2657 6442 / 26252105</i> <i>Fax No. 91-80-26576352</i> <i>E-mail : contractsblr@meconlimited.co.in /</i> <i>contractsblr@mecon.co.in</i> |
|--|--|

(To be pasted on the physical envelope containing Original Power of Attorney and complete technical and commercial offer without any reference to Price) (Part A)

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

Part – B (PRICED Bid)

Owner : **BHAGYANAGAR GAS LIMITED**

Project : **CITY GAS DISTRIBUTION PROJECT**

Bid Document No. : **MEC/23R8/01/51/D2/T03/SU/6508**



Item : **SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Due Date & Time : **Upto 15.00 Hrs. (IST) on 09.10.2018**

From : **To :**

| | |
|--|---|
| | <p>Dy. General Manager (I/c) (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in / contractsblr@mecon.co.in</p> |
|--|---|

(To be pasted on the physical envelope containing Price Bid) (Part B)

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|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
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CUT – OUT SLIP: DO NOT OPEN - THIS IS A QUOTATION

**Part – C (EMD – Bid Security)
(Original Bid Security)**

Owner : **BHAGYANAGAR GAS LIMITED**

Project : **CITY GAS DISTRIBUTION PROJECT**

Bid Document No. : **MEC/23R8/01/51/D2/T03/SU/6508**

Item : **SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Due Date & Time : **Upto 15.00 Hrs. (IST) on 09.10.2018**

From : **To :**

| | |
|--|---|
| | <p>Dy. General Manager (I/c) (Contracts) MECON LIMITED No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in / contractsblr@mecon.co.in</p> |
|--|---|

(To be pasted on the physical envelope containing Original Bid Security) (Part C)



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED



**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. Technical Criteria



- a) The bidder shall be a regular manufacturer /packager and supplier of electric motor driven hydraulic booster compressor package handling hydrocarbon gas.
- b) The bidder shall have the single point responsibility for supplying, installation commissioning, operation and maintenance of electric motor driven hydraulic booster compressor package.
- c) The bidder should have experience of having engineered, manufactured/packaged, tested and executed in a single order of at least 04 (four) nos. packages min. average 400 SCMh capacity or higher capacity with minimum discharge pressure 250 kg/cm² and having suction pressure range of 30 to 225kg/cm²(g) of hydraulic booster compressor handling hydrocarbon gas from the proposed facility in previous 07(seven) years reckoned from the due date of submission of bid.
- d) The above compressor of min. average 400 SCMh or higher capacity, with minimum discharge pressure 250 kg/cm² and having suction pressure range of 30 to 200 kg/cm²(g), supplied by the bidder, should have completed minimum 8000 hrs as on the bid due date.

1.1.1 Note:

- (i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. 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 tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (ii) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate to this effect issued by the end user/owner/ Authorized consultant.

B. Financial Criteria

1.2.1 Annual Turnover

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the preceding three financial years i.e. 2015-16, 2016-17 and 2017-18 shall be as under:

| Minimum Annual Turnover requirement | |
|--|--|
| For Indian Bidder (in INR) (in Lakhs) | For Foreign Bidder (in US \$) |
| 246.00 | 351,500 |

1.2.2 **Net worth**



Net worth of the bidder should be positive as per the immediate preceding audited financial results of financial year 2017-18.

1.2.3 **Working Capital**

The minimum working capital of the bidder as per the immediate preceding audited financial results of financial year 2017-18, shall be as given below:

| Minimum Annual Working Capital requirement | |
|---|--|
| For Indian Bidder (in INR) (in Lakhs) | For Foreign Bidder (in US \$) |
| 49.00 | 70,000 |

For International bidders whose financial year is calendar year, the respective financial years will be 2015, 2016 and 2017.



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Note:



- (i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for at least working capital requirement as stated above. The line of credit letter from bank to be submitted strictly as per format at F-15.
- (ii) **Annual Turnover:** 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 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. 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. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.
- (iii) **Net Worth/Working Capital:** 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/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 year.

C. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

| BEC Clause no. | Description | Documents required for qualification |
|----------------|---|---|
| 1.1 | Documents Required-Technical Criteria | |
| 1.1.1 | Documents in support of clauses a), b), c), d) under technical criteria | a) Confirmation by the bidder on letter head that the bidder shall be a regular manufacturer /packager and supplier of electric motor driven hydraulic booster compressor package handling hydrocarbon gas. b) Confirmation by the bidder on letter head that the bidder shall have single point responsibility for supplying, installation commissioning, operation and maintenance of electric motor driven hydraulic booster compressor Package c) Copy of purchase / work orders including scope of work issued by the clients to bidder along with Inspection certificate/ inspection release note/final work completion certificates issued by the client/end user to bidder / other documentary evidence establishing that the order has been executed. The execution proof should have cross reference of purchase / work order number. b) The confirmation letter / Certificate from client/end user. |
| 1.2 | Documents Required-Financial Criteria | |

| | | |
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| BEC Clause no. | Description | Documents required for qualification |
|-----------------------|--------------------|---|
| 1.2.1 | Annual Turn-over | Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of the three (3) preceding Financial Year(s), i.e. FY: 2015-16, 2016-17 and 2017-18 along with un-price bid. |
| 1.2.2 | Net Worth | Bidder(s) shall submit copy of Audited Annual Financial Statement of last Financial Year, i.e. FY: 2017-18 along with un-price bid |
| 1.2.3 | Working Capital | Bidder(s) shall submit copy of Audited Annual Financial Statement] of last Financial Year, i.e. FY: 2017-18 along with un-price bid. Note: If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having net worth not less than Rs 100 Crores (or equivalent in USD), confirming availability of line of credit for the minimum Working Capital requirement as stated above (as per Format-15). |

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

D. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) Technical Criteria of BEC:

For Indian Bidder:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

For Foreign Bidder:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

(ii) Financial Criteria of BEC:

For Indian Bidder:



Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-16) duly signed and stamped by a Chartered Accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

For Foreign Bidder:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-16) duly signed and stamped by a Chartered Accountant.

Further, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

| | | |
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In absence of requisite documents Bhagyanagar Gas / MECON reserves the right to reject the bid without making any reference to bidders.

E. EVALUATION METHODOLOGY:

(1) *The below evaluation / distribution methodology will be considered for price evaluation and awarding purpose:*

i) *Bidder must quote for entire quantity of the Price Schedule. Evaluation and ordering shall be done, on least cost basis.*

ii) **Price Loading Criteria:**

Price Loading Criteria of compressor on account of power demand:

The guaranteed KW including all losses such as mechanical, transmission, power absorbed by compressor driven auxiliaries like cooler fans etc. but excluding air compressor at guaranteed flow with zero percent positive tolerance, of the entire technically qualified

Bidder shall be compared. On the basis of the lowest KW quoted by the Bidder, other shall be loaded as follows;

Total cost of the package for evaluation purpose will be (A+B) as below;

Where:

A= Price evolved based on the evaluation methodology indicated in Section II of PART I

B= Differential operating cost

B (in Rs) = (Eb-E0) X Re X 6570 X DF

Where,

Eb = Average total power quoted by the Bidder to be loaded for compressor package in KW

EO= Lowest average total power quoted by the any Bidder for compressor package in KW.

Re -- Unit rate of electricity i.e. Rs 8.05 per KWH

DF = 3.274 (Discounting factor based on 5 years of operating years)

The financial loading on account of power demand shall not exceed 10 % of Price evolved based on the evaluation methodology indicated in Section II of PART I.

(2) *The evaluated price of bidders shall include the following:*



Bhagyanagar Gas Ltd.

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(a) Where only Indian Bids Exist, evaluated price shall consist:

- i) Ex-works price quoted by the bidder (including packing, forwarding, but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency etc.*
- ii) Inland transportation upto Delivery location, Inland Transit insurance and other costs incidental to delivery of goods*
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation & Transit insurance (i.e. on sl. no. i and ii above)*
- iv) Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services*
- v) Other loading, if any, as specified in Tender Document*

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where Bhagyanagar Gas is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.*

(b) Where only Foreign Bids Exist, evaluated price shall consist:

- i) CIF price quoted by the bidder*
- ii) Customs clearing and Forwarding Charges at Port of Entry, Inland Transportation for all the imported items including transit insurance, loading, unloading at site etc. and applicable GST (CGST & SGST/UTGST or IGST) on these services*
- iii) Charges for services installation, commissioning, field performance test, AMC, Training plus applicable GST (CGST & SGST/UTGST or IGST) on these services.*
- iv) Other loading, if any, as specified in Tender Document*

(c) Comparison of prices where both Foreign Bids and Indian Bids Exist:

Indian Bid:

- i) Ex-works price quoted by the bidder (including packing, forwarding, but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency etc.*
- ii) Inland transportation upto Delivery location, Inland Transit insurance and other costs incidental to delivery of goods*



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BHAGYANAGAR GAS LIMITED

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- iii) *GST (CGST & SGST/UTGST or IGST) on the finished goods (i.e. on sl. no. i above)*
- iv) *Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services*
- v) *Other loading, if any, as specified in Tender Document*

Note:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where Bhagyanagar Gas is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*

Foreign Bid:

- i) *CIF price quoted by the bidder*
- ii) *Applicable Import duty on [CIF Price plus Landing Charges@1% of CIF price]*
- iii) *Customs clearing and Forwarding Charges at Port of Entry, Inland Transportation for all the imported items including transit insurance, loading, unloading at site etc. and applicable GST (CGST & SGST/UTGST or IGST) on these services*
- iv) *Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services*
- v) *Other loading, if any, as specified in Tender Document*



Notes:

- a) The prices from foreign bidders are to be obtained on the basis of CIFbasis.*
- b) If Foreign bidder emerges as LI bidder the order shall be placed on CIFbasis.*
- c) The rate of import duty considered for evaluation shall be prevailing rate as per Customs Act*

(a) Input tax credit of GST (CGST & SGST/UTGST or IGST):

- (i) *Wherever the Work centre/Project is entitled to avail input tax credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of tax credit available for the tendered items.*

The bids will be evaluated after considering the effect of input credit of GST (CGST & SGST/UTGST or IGST).

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- (ii) *Where the Work Centre/Project cannot avail/take input tax credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of credit available for the tendered items:*

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

Notes:

- (i) *Indian bidder to consider input tax credit of IGST (in case of import of raw materials/components) in their quoted prices.*



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SECTION-III

INSTRUCTIONS TO BIDDERS



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the “**Tender Document / Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier/Seller**”) shall complete delivery of Goods alongwith its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.



2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by Bhagyanagar Gas or Public Sector Project Management Consultant (like EIL, MECON etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on Bid Due Date. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Bhagyanagar Gas or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/award.

In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to Bhagyanagar Gas by the Bidder.

It shall be the sole responsibility of the bidder to inform Bhagyanagar Gas in case the bidder is put on ‘Holiday’ by Bhagyanagar Gas or Public Sector Project Management Consultant (like EIL, MECON only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall

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tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Clause No. 39 of ITB.

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

- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which this Tender Document forms a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

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

2.6 **Power of Attorney:**



- For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

- For Consortium / Joint Venture:

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.



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3 BID FROM "CONSORTIUM"/"JOINT VENTURE (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))– NOT APPLICABLE

- 3.1 Bids from Consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of Consortium/ JV shall assume responsibility jointly & severally. The Earnest Money Deposit / Bid Security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.
- 3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 3.3 The Bidder shall submit Power of Attorney as per Clause No. 2.7 of ITB in PART–I of the Bid.
- 3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of Bhagyanagar Gas. If during the evaluation of bids, a Consortium/JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.
- 3.5 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on ‘Holiday’ by Bhagyanagar Gas 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. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

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5 COST OF BIDDING & TENDER FEE

5.1 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, document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, Bhagyanagar Gas will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE

5.2.1 Tender Fee, if applicable, will be acceptable in the form of ‘crossed payee accounts only’ Bank Drafts/Banker’s Cheque [in favor of **Bhagyanagar Gas Limited** payable at place mentioned in **BDS**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.

5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause No. 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Tender Fee.



5.4 In the event of a particular bidding process being cancelled, the Tender Fee (excluding GST) will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Purchaser.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site 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 supply/job.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, 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 Purchaser 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 Bhagyanagar Gas 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.

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[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with the Clause No. 8 & 9 of ITB, ":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract – Goods [GCC]
- Section-V : Special Purchase Conditions/Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications and Drawing (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document 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) on the terms & conditions of the Tender Document may notify MECON in writing or by fax or email in the format "F-18" at MECON's mailing address indicated in the IFB/BDS 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 Bid Due Date in cases where pre-bid meeting is not held. MECON/Bhagyanagar Gas reserves the right to ignore the bidders request for clarification if received after the aforesaid period. MECON/Bhagyanagar Gas may respond in writing to the request for clarification. MECON/Bhagyanagar Gas's response including an explanation to the query, but without identifying the source of the query will be uploaded on Websites as mentioned at Clause No. 2.0 (H) of IFB/ communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

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- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at Clause No. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:



- 10.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s)etc. relating to the Bid exchanged by Bidder and MECON/Bhagyanagar Gas shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder is in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder’s country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the bids are invited under Two Bid System, the Bid prepared by the Bidder shall comprise of the following components:
- 11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID" is to be submitted in Original + 1 Copy and shall contain the following:**

Part-I of the Bid shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning “Quoted” / “Not Quoted” (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday/Banning in 'Form F-7'

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- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) Tender Fee, as applicable
- (l) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (m) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (o) Any other information/details required as per Tender Document
- (p) EMD, as per Clause 16 of ITB
- (q) All other forms and Formats including Annexures.
- (r) Integrity Pact as per Form F-20 (if applicable)
- (s) Proforma for details of Indian Agents as per Form F-21 if Agent/Consultant/Retainer/ Associate is involved
- (t) Undertaking as per Form-1 by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC).
- (u) Undertaking as per Form-2 and Certification from statutory auditor as per Form-3 by bidders seeking preference under PP-LC.
- (v) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
- (w) Tender Document, its Corrigendum/Amendment/Clarification(s)digitally signed by the Authorized Signatory holding POA.
- (x) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain original Price schedule / Schedule of Rates (SOR) duly filled and signed and stamped on each page. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. MECON/BHAGYANAGAR GAS shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, 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

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discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 Deleted

11.3 The Bid must be submitted as follows:-

- 11.3.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Tender Fee (wherever applicable), Power of Attorney and Integrity Pact (wherever applicable) should be submitted in a sealed envelope, super scribing the Tender details & number.

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney, Integrity Pact and any other documents specified in the bidding documents.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bid will be rejected irrespective of their status/ranking in tendering process.

11.3.2 **PART-II: PRICE BID**

Part-II of the Bid shall contain original Price schedule / Schedule of Rates (SOR) duly filled and signed and stamped on each page.



- 11.4 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

12 BID PRICES

12.1 **Indian Bidders:**

12.1.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) *Ex-works price quoted by the bidder (including packing, forwarding, but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency etc.*
- B) *Inland transportation upto Delivery location, Inland Transit insurance and other costs incidental to delivery of goods*

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The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, Bhagyanagar Gas reserves the right to transport the material with it's own transporter.

- C) *GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation & Transit insurance*
- D) *Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.*

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where Bhagyanagar Gas is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.



12.1.2 Deleted

12.1.3 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services shall be indicated in Form F-10 and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.2 Foreign Bidder:

12.2.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Prices on the basis of CIF and Customs clearing and Forwarding Charges at Port of Entry and Inland Transportation for all the imported items
Prices shall be inclusive of all costs, insurance, taxes & duties upto Site.
- B) Charges for services installation, commissioning, field performance test, AMC, Training and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

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12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. CEIL, BVQI, DNV, MECON and Lloyd's reg/TUV/AB-Vincotec/SGS/American bureau services/ Velosi certification services/International certification services limited/BV/ Dr.Amin Controllers Pvt. Ltd.) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance is in the scope of Foreign Bidder.

12.2.3 Concessional rate of Custom Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- (iii) Any Customs Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 Deleted



12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS®2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

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13.0 TAXES& DUTIES

13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER

13.1.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to Bhagyanagar Gas's account.

Beyond the contractual delivery period, in case Bhagyanagar Gas 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 Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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



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

13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 above, the Supplier 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. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

13.1.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier 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.

13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

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13.1.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable Bhagyanagar Gas 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 Supplier of Goods / Services with requisite details.

If input tax credit is not available to Bhagyanagar Gas for any reason not attributable to Bhagyanagar Gas, then Bhagyanagar Gas 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 (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by Bhagyanagar Gas to the Supplier.

13.1.7 The supplier shall mention the particulars of Bhagyanagar Gas Private Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of Bhagyanagar Gas are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.



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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where Bhagyanagar Gas is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

13.1.11 Anti-profiteering clause

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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 may note the above and quote their prices accordingly.

13.1.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:

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

Customs duty payable in India for imported goods ordered by Purchaser on foreign Seller shall be borne and paid by Purchaser.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by Seller.

For Foreign bidders, GST (CGST & SGST/UTGST or IGST) shall be payable by Purchaser to statutory authorities in India under reverse charge mechanism.

14 BID CURRENCIES:

14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/EURO/INR.



14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

15 BID VALIDITY

15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by Bhagyanagar Gas as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified

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additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his '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 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft'/ 'Banker's Cheque'[in favour of Bhagyanagar Gas Limited payable at place mentioned in BDS] or 'Bank Guarantee' or 'Letter of Credit' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' or 'Letter of Credit' 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.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

16.2 The EMD is required to protect Bhagyanagar Gas against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.



16.3 Bhagyanagar Gas 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 or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank in case of Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. 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]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by Bhagyanagar Gas as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement'(if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

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- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iv) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, 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.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors/Stockiest/Wholesaler are not entitled for exemption of EMD.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as 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 MECON in the format “F-18”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum / Clarification to the Tender Document and will be uploaded on websites of Bhagyanagar Gas, Govt. and MECON 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 original and all copies of 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(s) 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 unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

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18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 Deleted



19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. MECON/Bhagyanagar Gas will accept Bid based on terms & conditions of Tender Document only. Bidder may note, MECON/Bhagyanagar Gas will determine the substantial responsiveness of each bid to the Tender Document 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 Tender Document without deviation(s) or exception(s). MECON/Bhagyanagar Gas's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. MECON/Bhagyanagar Gas reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. 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.

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) EMD/Bid Bond
- (c) Specifications/Scope of work
- (d) Price Schedule
- (e) Delivery / Completion Schedule
- (f) Period of Validity of bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Payment terms
- (n) Submission of prices in unpriced/technical bid
- (o) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid.

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

20 MODE OF PAYMENT

DOMESTIC BIDDER:

Bhagyanagar Gas Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’. The successful bidder should give the details of his bank account as per the bank mandate form.

FOREIGN BIDDER:

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in SCC less Indian Agent’s Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller’s account.



Agency Commission (if applicable) will be paid by Bhagyanagar Gas in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by Bhagyanagar Gas.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 Bids shall be submitted through Manual/ Hard Copy (Original + 1 Copy) offer mode in the manner specified elsewhere in tender document, at the address specified in BDS.
- 21.2 However, Bidders are also required to submit original Bid Security/ EMD, tender fee (as applicable), Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS.
- 21.3 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a Bidder/Affiliate shall not be accepted.

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21.4 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES: - NOT APPLICABLE

21.4.1 Bhagyanagar Gas would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender, it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.



21.4.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative/Retainer/Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to Bhagyanagar Gas. Such remuneration/commission will be paid by Bhagyanagar Gas in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of Bhagyanagar Gas. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/Consultant/Representative/Retainer/Associate of the overseas manufacturers/suppliers are,

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however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to Bhagyanagar Gas in advanced for scrutiny and acceptance or otherwise.

22. DEADLINE FOR SUBMISSION OF BID

- 22.1 The Bid must be submitted not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.
- 22.2 Bhagyanagar Gas may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of Bhagyanagar Gas and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of Bhagyanagar Gas, Govt. and MECON and will be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 Deleted
- 23.3 Unsolicited Bids or Bids 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 BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of 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 and rejection of Bid.

[E] BID OPENING AND EVALUATION:

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

Bhagyanagar Gas 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

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any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for Bhagyanagar Gas's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Bhagyanagar Gas shall respond quickly.

26 BID OPENING

26.1 Unpriced Bid Opening:

Bhagyanagar Gas will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 Bhagyanagar Gas will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

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

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

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 process.

28 CONTACTING THE PURCHASER

28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including '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 the Bhagyanagar Gas's procedure in this regard.



29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD;
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser 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, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) 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.
- 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 Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/corrected accordingly.

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- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

33 QUANTITY VARIATION – NOT APPLICABLE

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.



34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29.0”, Bhagyanagar Gas will place order 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.

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36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 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 Bhagyanagar Gas either by Fax / 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 Bhagyanagar Gas and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. Bhagyanagar Gas may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", Bhagyanagar Gas will promptly discharge his EMD, pursuant to "ITB: Clause-16".

37.0 DISPATCH SCHEDULE

37.1 INDIAN BIDDER:



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

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

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

- 37.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by Bhagyanagar Gas, the concerned designated order issuing authority may be contacted in this regard.
- 37.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.2 FOREIGN BIDDER:

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37.2.1 Where the Seller is required under the Contract to deliver the Goods on CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Seller and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by Bhagyanagar Gas.

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

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

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

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

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



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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ FOA from Bhagyanagar Gas, the successful Bidder shall furnish the Contract Performance Security/Security Deposit(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 or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive of GST).

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

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 in case of Indian bidder as well as foreign bidder. However, in case of bank

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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/or its equivalent in U.S. Dollars) and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The 1st bank guarantee towards the supply, installation, commissioning & handing over of compressor package shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

The 2nd bank guarantee towards the AMC Services of compressor package shall be valid for a period as three months beyond the AMC Period specified in Tender Document.

- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 Further, the bidder can submit CPBG on line through issuing bank to Bhagyanagar Gas directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by Bhagyanagar Gas.



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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 DELETED
- 39.3 **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 or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in Bhagyanagar Gas's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited, to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas, such decision of Bhagyanagar Gas shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)(applicable for Indian bidder)

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40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), 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, works and services from MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender Document participating Micro and Small Enterprises quoting price within the 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 enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the order value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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.

40.3 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

The above document(s) 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.

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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.

40.4 If against an order placed by Bhagyanagar Gas, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from Bhagyanagar Gas, 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.

41 PACKING, MARKING & SHIPPING INSTRUCTIONS



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

42.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.

41.2 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

42 VENDOR PERFORMANCE EVALUATION

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The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction.

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

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

44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.



45 DISPUTE RESOLUTION

(SHALL BE AS PER SETTLEMENT OF DISPUTES OF GCC)

46 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

47 REPEAT ORDER



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PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

48 PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by Bhagyanagar Gas to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-24A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by Bhagyanagar Gas, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by Bhagyanagar Gas, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by Bhagyanagar Gas are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to Bhagyanagar Gas within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to Bhagyanagar

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Gas before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.

- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, Bhagyanagar Gas will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by Bhagyanagar Gas as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by Bhagyanagar Gas, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .



If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-24B.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/ consultant

49. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

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Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an 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 Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of Bhagyanagar Gas.
- A.7 “Competent Authority” shall mean the authority of Bhagyanagar Gas, 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 the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of Bhagyanagar Gas investigating into the conduct of Agency/ party and shall include the Vigilance Department of the

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Bhagyanagar Gas, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

B Actions against Bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its EMD shall be forfeited.

Further, such agency shall be banned for future business with Bhagyanagar Gas 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, during execution of Contract, the agency shall be banned for future business with Bhagyanagar Gas for a period specified in para B 2.2 below from the date of issue of banning order.



The concerned Order (s)/ Contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the Order(s)/ Contract(s) where it is concluded that such irregularities have been committed, shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect Liability Period (DLP)/ Warranty/Guarantee Period:

If an Agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of Contract and during DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with Bhagyanagar Gas for a period specified in para B 2.2 below from the date of issue of banning order.

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Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of DLP/ Warranty/Guarantee Period, the Agency shall be banned for future business with Bhagyanagar Gas for a period specified in para B 2.2 below from the date of issue of banning order.



B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

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:

| Sl. No. | Description | Period of banning from the date of issuance of Banning order |
|---------|--|---|
| 1 | Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category. | 02 years |
| 2 | Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices | 03 years |
| 2.1 | If an agency again commits Corrupt/ Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (v) Repeated once (vi) Repeated twice or more | 7 years (in addition to the period already served) 15 years (in addition to the period already served) |

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| 3 | Indulged in unauthorized disposal of materials provided by Bhagyanagar Gas | 7 years |
| 4 | If act of vendor/ contractor is a threat to the National Security | 15 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 tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.



D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, Bhagyanagar Gas 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 Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

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- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to 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 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from Bhagyanagar Gas.

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 process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/othertendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.

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D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of Bhagyanagar Gas 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 of Bhagyanagar Gas. Such an appeal shall be preferred within one month from the date of receipt of banning order.

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

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

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

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Annexure-II

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 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 Bhagyanagar Gas in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance



Based on the parameters defined in PRDS, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of Bhagyanagar Gas.

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- 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.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 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 PRDS (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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



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

A) Where Performance rating is “POOR”:

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

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

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

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In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 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 PRDS (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 need to be initiated by Site C&P:



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

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

A) Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.



However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

5.1 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.



6.0 **EFFECT OF HOLIDAY**

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/Consultant should not be considered in ongoing tendering process/future tenders.
- 6.2 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/CPS 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.
- 6.3 Effect on other ongoing tendering process:
- 6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.
- 6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.
- 7.0 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 against any Tender Document during the period of holiday.
- 8.0 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 Bhagyanagar Gas 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.

9. 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 date of 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.

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>ISO 9001 Company</p> |
|---|---|---|

(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 of Bhagyanagar Gas.

10. **ERRANT BIDDER**

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

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

11. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of Bhagyanagar Gas that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from Bhagyanagar Gas to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

Annexure-1

Bhagyanagar Gas Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(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
Authorised Signatory:

Name:



Designation:

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

Instructions for allocation of marks

1. Marks are to be allocated as under:



| 1.1 | DELIVERY/ COMPLETION PERFORMANCE | 40 Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|----------------|-------|------------------|------------|----|--------------------|----|-----------|----|------------|----|------------|----|------------|----|--------------------|---|-------------------|------------|----|--------------------|----|-----------|----|------------|----|------------|----|------------|----|------------|----|--------------------|---|--|
| | <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Delivery Period/ Completion Schedule</th> <th style="text-align: left;">Delay in Weeks</th> <th style="text-align: left;">Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="8">a) Upto 3 months</td> <td>Before CDD</td> <td>40</td> </tr> <tr> <td>Delay upto 4 weeks</td> <td>35</td> </tr> <tr> <td>” 8 weeks</td> <td>30</td> </tr> <tr> <td>” 10 weeks</td> <td>25</td> </tr> <tr> <td>” 12 weeks</td> <td>20</td> </tr> <tr> <td>” 16 weeks</td> <td>15</td> </tr> <tr> <td>More than 16 weeks</td> <td>0</td> </tr> <tr> <td rowspan="8">b) Above 3 months</td> <td>Before CDD</td> <td>40</td> </tr> <tr> <td>Delay upto 4 weeks</td> <td>35</td> </tr> <tr> <td>” 8 weeks</td> <td>30</td> </tr> <tr> <td>” 10 weeks</td> <td>25</td> </tr> <tr> <td>” 16 weeks</td> <td>20</td> </tr> <tr> <td>” 20 weeks</td> <td>15</td> </tr> <tr> <td>” 24 weeks</td> <td>10</td> </tr> <tr> <td>More than 24 weeks</td> <td>0</td> </tr> </tbody> </table> | 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 | |
| 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 | 0 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | - Moderate nature | 5 marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | - low severe nature | 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

1.3 RELIABILITY PERFORMANCE

20 Marks

| | | |
|-----------|---|---------|
| A. | FOR WORKS/CONTRACTS | |
| i) | Submission of order acceptance, agreement, CPS/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, CPS/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 |

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

Annexure-2

Bhagyanagar Gas Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(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 | VERY GOOD |

Signature of
Authorised Signatory:

Name:

Designation:

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

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 pro-rata 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 |



| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks



| | | |
|-----------|---|---------|
| A. | FOR WORKS/CONTRACTS | |
| i) | Submission of order acceptance, agreement, CPS/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, CPS/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 |

| | | |
|---|--|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p style="text-align: center;">BHAGYANAGAR GAS LIMITED</p> <p style="text-align: center;">CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p style="text-align: center;">Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

Annexure-III

**ADDENDUM TO INSTRUCTIONS TO BIDDERS
(DELETED)**

ANNEXURE-IV

| | | |
|---|--|---|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  ISO 9001 Company |
|---|--|---|

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| ITB clause | Description | | | | |
|------------------------------|--|------------|-------------------------------------|----------------|--------------------------|
| A. GENERAL | | | | | |
| 1.1 | The Purchaser is: Bhagyanagar Gas Limited | | | | |
| 1.2 | The Invitation for Bid/ Tender is for SUPPLY OF CNG RECIPROCATING COMPRESSORS | | | | |
| General | <p>The Purchaser is: Bhagyanagar Gas Limited</p> <p>The consignee details for the goods are as under:-</p> <p>Consignee: M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004</p> <p>Delivery Location: The exact delivery location (i.e. Hyderabad, Vijayawada and Kakinada) of the compressors will be intimated before dispatch from factory after TPIA clearance.</p> | | | | |
| 3 | Bid From a Consortium/ Joint Venture <table border="1" style="margin-left: 20px;"> <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> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |
| 5.2.1 | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Bhagyanagar Gas Limited payable at Hyderabad | | | | |
| B. TENDER DOCUMENT | | | | | |
| 8.1 | For clarification purposes only, the communication address is: V. IMAYAVARAMBAN DGM (I/c) (Contracts) MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in | | | | |
| C. PREPARATION OF BID | | | | | |
| 11.1.1 (x) | The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): | | | | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



| | | | | | | | | | |
|---|--|---|--|--|-------------------------------------|--------------------------|-------------------------------------|---|-------------------------------------|
| | | | | | | | | | |
| 12 | DELETED | | | | | | | | |
| 12.2.2 | The Third Party Inspection shall be applicable only if there is a specific mentioning of such Inspection provisions in SCC. | | | | | | | | |
| 12.3 | <p>Transit/marine Insurance shall be arranged by :-</p> <table border="1"> <tr> <td>BHAGYANAGAR GAS LIMITED</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td>SUPPLIER</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> <p>In case, transit insurance to be arranged by Bhagyanagar Gas, the details of Transit Insurance Policy are as under:- Not Applicable</p> <p>Indian Bidders:</p> <p>_____</p> <p>Foreign Bidders:</p> <p>_____</p> | BHAGYANAGAR GAS LIMITED | <input checked="" type="checkbox"/> | SUPPLIER | <input checked="" type="checkbox"/> | | | | |
| BHAGYANAGAR GAS LIMITED | <input checked="" type="checkbox"/> | | | | | | | | |
| SUPPLIER | <input checked="" type="checkbox"/> | | | | | | | | |
| 12.5 | <p>Delivery basis shall be</p> <p>Indian Bidder:</p> <table border="1"> <tr> <td>FOT, Site, BGL-Hyderabad, Vijayawada & Kakinada</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> <p>Foreign Bidder:</p> <table border="1"> <tr> <td>CIF</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td>FOB,(Bidder to indication location)</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> | FOT, Site, BGL-Hyderabad, Vijayawada & Kakinada | <input checked="" type="checkbox"/> | EX-WORKS,(Bidder to indication location) | <input checked="" type="checkbox"/> | CIF | <input checked="" type="checkbox"/> | FOB,(Bidder to indication location) | <input checked="" type="checkbox"/> |
| FOT, Site, BGL-Hyderabad, Vijayawada & Kakinada | <input checked="" type="checkbox"/> | | | | | | | | |
| EX-WORKS,(Bidder to indication location) | <input checked="" type="checkbox"/> | | | | | | | | |
| CIF | <input checked="" type="checkbox"/> | | | | | | | | |
| FOB,(Bidder to indication location) | <input checked="" type="checkbox"/> | | | | | | | | |
| 13.1.7 | <p>Details of Buyer:</p> <table border="1"> <tr> <td>Consignee</td> <td>M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004</td> </tr> <tr> <td>GST NO. TELANGANA</td> <td>36AACCB2130P1ZQ</td> </tr> <tr> <td>GST NO. : ANDHRA PRADESH</td> <td>37AACCB2130P1ZO</td> </tr> <tr> <td>PAN NO.</td> <td>AACCB2130P</td> </tr> </table> | Consignee | M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 | GST NO. TELANGANA | 36AACCB2130P1ZQ | GST NO. : ANDHRA PRADESH | 37AACCB2130P1ZO | PAN NO. | AACCB2130P |
| Consignee | M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 | | | | | | | | |
| GST NO. TELANGANA | 36AACCB2130P1ZQ | | | | | | | | |
| GST NO. : ANDHRA PRADESH | 37AACCB2130P1ZO | | | | | | | | |
| PAN NO. | AACCB2130P | | | | | | | | |
| 15 | The bid validity period shall be Four (4) months from final 'Bid Due Date'. | | | | | | | | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



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|--|---|------------|-------------------------------------|----------------|--------------------------|
| 16.1 | In case 'Earnest Money Deposit/ Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be in favour of Bhagyanagar Gas Limited , payable at Hyderabad | | | | |
| D. SUBMISSION AND OPENING OF BIDS | | | | | |
| 22 | The Tender No. of this bidding process is: MEC/23R8/01/51/D2/T03/SU/6508 | | | | |
| 22.2 and 4.0 of IFB | For bid submission purposes only, the Consultant's contact details are as below: V. IMAYAVARAMBAN DGM (I/c) (Contracts) MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in | | | | |
| 26 | The bid opening shall take place at: MECON Limited No.89, South End Road, Basavanagudi, Bengaluru – 560 004 Ph. No. 91-80-2657 6442 / 26252105 Fax No. 91-80-26576352 E-mail : contractsblr@meconlimited.co.in Date: 09.10.2018 Time: 16.00 hrs. (IST) | | | | |
| E. EVALUATION, AND COMPARISON OF BIDS | | | | | |
| 32 | Evaluation Methodology is mentioned in Section-II. | | | | |
| F. AWARD OF CONTRACT | | | | | |
| 37 | The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- _____ | | | | |
| 38 | <p>Contract Performance Security (CPS)/ Security Deposit</p> <table border="1" data-bbox="483 1446 1101 1587"> <tr> <td data-bbox="483 1446 797 1518">APPLICABLE</td> <td data-bbox="797 1446 1101 1518" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="483 1518 797 1587">NOT APPLICABLE</td> <td data-bbox="797 1518 1101 1587" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>If applicable, the value/ amount of Contract Performance Security/ Security Deposit:</p> <p>Bidder will submit two separate CPBG / Performance security:</p> <p>(a) One for supply, installation, commissioning & handing over of compressor package valid till the expiry of Guarantee / Warranty Period plus 90 days as defined in bid document.</p> <p>and</p> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input type="checkbox"/> | | | | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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(b) One for Annual Operation & Maintenance activities during warranty & post warranty period valid for 90 days beyond the expiry of AMC period & shall be submitted after commissioning of Respective compressors.

Vendor shall submit SD/CPBG @ 10% of Order/ Contract Value excl. of taxes & duties within 30 days of FOA/ notification of award.

OR

The Contract Performance Security shall be with Initial Security Deposit (ISD) @ 2.5% of annualized basic contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of annualized basic contract value (without GST therein) towards faithful performance of the contractual obligations.





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|--|---|------------|-------------------------------------|----------------|-------------------------------------|
| <p>40</p> | <p>Whether tendered item is non-split able or not-divisible :</p> <table border="1" data-bbox="483 386 1243 541"> <tr> <td align="center">YES</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td align="center">NO</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> | YES | <input checked="" type="checkbox"/> | NO | <input checked="" type="checkbox"/> |
| YES | <input checked="" type="checkbox"/> | | | | |
| NO | <input checked="" type="checkbox"/> | | | | |
| <p>6.1 of Annexure-V (B) to ITB</p> | <p>The Port Consignee details shall be as under:-</p> <hr/> <p>Port Consignee (in case of foreign bidder):</p> <p>(will be provided later incase applicable)</p> | | | | |
| <p>6.2 of Annexure-V (B) to ITB</p> | <p>BHAGYANAGAR GAS Bank details: Operations a/c No: 805017218 Bank: ICICI Bank, Bank Branch : Khairatabad, IFSC Code: ICIC0000008</p> | | | | |
| <p>SCC</p> | <p>MODE OF SHIPMENT:</p> <table border="1" data-bbox="483 1033 1101 1176"> <tr> <td align="center">SEA</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td align="center">AIR</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> | SEA | <input checked="" type="checkbox"/> | AIR | <input checked="" type="checkbox"/> |
| SEA | <input checked="" type="checkbox"/> | | | | |
| AIR | <input checked="" type="checkbox"/> | | | | |
| <p>Clause no.38 of GCC</p> | <p>Fall Clause</p> <table border="1" data-bbox="483 1278 1101 1442"> <tr> <td align="center">APPLICABLE</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> <tr> <td align="center">NOT APPLICABLE</td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table> | APPLICABLE | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| NOT APPLICABLE | <input checked="" type="checkbox"/> | | | | |
| <p>Clause no.26 of GCC</p> | <p>Price Reduction Schedule for Delayed delivery</p> <p>The following provision is added in the referred clause of GCC: “As per clause no.26 of SCC”</p> | | | | |

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ANNEXURE-V

(A) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS

1.0 General

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags

containing silicagel or similar dehydrating compound.

3.8 All pipes shall be packed as under:

- a) Upto 50mm NB in Wooden cases/crates.
- b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
- c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.

3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.

3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

4.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: Bhagyanagar Gas Limited

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs Gross Wt.....Kgs.



Dimensions..... X..... X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be

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provided for all heavy lifts weighing 5 Tons and above.

- 4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

- 5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.2 Despatch by Road

- (a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to Bhagyanagar Gas/PMC EIC (respective Project Site).

5.3 Despatch by Rail

- 5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks. Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of Bhagyanagar Gas/PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads



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Consignments, though of lesser weight, but otherwise constituting a “wagon load” by volume should be despatched as “wagon load” paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform Bhagyanagar Gas /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to Bhagyanagar Gas/PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air



Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, Bhagyanagar Gas / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt

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number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, Bhagyanagar Gas / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

(B) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.



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- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of ‘Detailed Packing List’ shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign ‘Documents’ applied with indelible paint.

2. MARKING

- 2.1. Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: Bhagyanagar Gas Limited

PROJECT/JOB:

DESTINATION:

Purchase Order No.....

Net Wt.Kgs. Gross Wt. Kgs

DimensionsXXCM

Package No. (S. No. of total packages)

Seller’s Name

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT

- 3.1. BY SEA



All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

- 3.4. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

4. SHIPPING DOCUMENTATION

- 4.1. All documents shall be in English Language.

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4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Excise and Customs, Free Period for import consignments at AIR & SEA CARGO has been reduced from 72 Hrs. to 48 Hrs.



In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

4.4. BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates

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in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

- 5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser/PMC at clause 6.1 below, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.
- 5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. ADDRESSES

- 6.1 Consignees:
 - A. Project/Work center Consignee:
[refer BDS for Consignee Details]
 - B. Consignee (for sea port/ airport of entry):
[refer BDS for port Consignee Details]
- 6.2 Bankers:
[refer BDS for Bankers details]

7. SHORT SHIPMENTS



- 7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

(C) SPECIAL PACKAGING REQUIREMENTS



All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The

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above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

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Annexure-VI

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

- 1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 has forwarded policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).
- 2.0 **Eligibility:** Manufacturers/ service providers having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.



In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Purchase Preference linked with Local Content

3.0 **Definition:**



- (i) **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- (ii) **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>ISO 9001 Company</p> |
|---|---|---|

- (iii) **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
 - (v) **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
 - (vi) **Purchase preference** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
 - (vii) **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
 - (viii) **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country
 - (ix) **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out with in the country.
 - (x) **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
 - (xi) **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
 - (xii) **Indian Company** means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
 - (xiii) **Foreign company** means any company or body corporate incorporated outside India which—
(a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
 - (xiv) Target local content for the tendered item in percentage is mentioned below: **22%**
- 4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) **Goods:**

If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified LC

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria). However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) **Services/EPC Contracts (others):**

If the tender cannot be split (as specified in BDS) the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

In case tender for services/ EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.



Note:

- (i) ***Refer BDS (Bidding Data Sheet) of ITB (Institutions to Bidders) regarding splitability of the tender***
- (ii) ***** If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.***
- (iii) ***Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders***

5.0 **Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC.:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost: direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- b) The criteria for determination of the local Content cost in the goods shall be as follows:
 - i) In the case of direct component (material), based on country of origin;
 - ii) In the case of manpower, based on INR component; and
 - iii) In the case of working equipment/facility, based on the country of origin

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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- c) The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.



5.2 LC of Services

- a) LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
- i) Cost of component (material) which is used,
 - ii) Manpower and consultant cost; cost of working equipment/facility; and
 - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-
- i) In the case of material being used to help the provision of service, based on country of origin ;
 - ii) In the case of manpower and consultant based on INR component of the services contract;
 - iii) In the case of working equipment/facility, based on country of origin, and
 - iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
 - v) Indian flag vessels in operation as on date.

5.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

5.4 LC of EPC contracts (others):

- a) LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- b) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

LC shall be calculated on the basis of verifiable data. In case of data used in the calculation of LC being not verifiable, the value of LC of the said component should be treated as Nil.

- 5.5 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on itemwise level.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

6.0 **Certification and verification**

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-



6.1 **At bidding stage:-**

a) **Price Break-up**

- The bidder shall provide only the value & percentage of the local content in price bids. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not itemwise level as mentioned as para 5 herein above.
- Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)

b) **Undertaking by the bidder.**

- The bidder shall submit an undertaking (as per Form-2) along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
- Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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c) Statutory Auditor's Certificate:



- The Undertaking submitted by the bidder shall be supported by a certificate (as per Form-3) from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

6.2 After Contract Award:-

- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized representative of the company.
 - b) The verification of the procurement of goods, service or EPC contracts with the value of Rupees Five Crore and above shall be carried out by the Statutory Auditor engaged by the bidder.
- 6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of Bhagyanagar Gas, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 6.4 The Local Content certificate shall be submitted along with each invoice raised. However the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 6.5 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 6.6 Bhagyanagar Gas shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.



7.0 Sanctions

- 7.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which Bhagyanagar Gas shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 7.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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Bhagyanagar Gas shall initiate action for banning such manufacturer/supplier/service provider as per as per Bhagyanagar Gas's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

- 7.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 7.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non-compliance to minimum local content, the penal action as above shall be applicable.
- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1st note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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FORM-1

UNDERTAKING FOR APPLICABILITY OF POLICY

To,



M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-



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|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
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| Description | Preference |
|---|---|
| Purchase Preference (linked with local content) or | <input data-bbox="911 415 1068 457" type="text"/> |
| Purchase Preference under Public Procurement Policy for MSE | <input data-bbox="911 512 1068 554" type="text"/> |

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

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

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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FORM-2
UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PP-LC)

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:



Dear Sir

We, M/s _____ (*Name of Bidder*) have submitted bid no..... against
aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of% specified in tender document. The certificate from Statutory auditor in this regard has been submitted in un-priced bid and the value & percentage of the local content has been provided in priced-bid.

We further confirm that in case we fail to meet the minimum local content, Bhagyanagar Gas will take action as per provision of tender document.

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

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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FORM-3

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY
MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have verified relevant records of M/s..... (Name of the bidder) and certify that M/s(Name of the bidder) meet the mandatory minimum Local content requirement of% specified in tender document no.....

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



FORMS & FORMAT

LIST OF FORMS & FORMAT

| Form No. | Description |
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| F-2 | BID FORM |
| F-3 | LIST OF ENCLOSURES |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY" |
| F-4A | PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY DEPOSIT / BID SECURITY" |
| F-5 | LETTER OF AUTHORITY |
| F-6 | NO DEVIATION CONFIRMATION |
| F-7 | DECLARATION REGARDING HOLIDAY/BANNING |
| F-8 | CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA |
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| F-22 | FREQUENTLY ASKED QUESTIONS (FAQs) |
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| F-24A | CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT / NO BUSINESS CONNECTION IN INDIA |
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Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

TENDER NO:

| | | |
|----|--|--|
| 1 | Bidder Name: | |
| 2 | Number of Years in Operation | |
| 3 | Address of Registered Office | _____ City: _____ District: _____ State: _____ PIN/ZIP : _____ |
| 4 | Operation Address (if different from above) | _____ City: _____ District: _____ State: _____ PIN/ZIP : |
| 5 | Telephone Number | _____ (Country Code) (Area Code) (Telephone Number) |
| 6 | E-mail address | |
| 7 | Fax Number | _____ (Country Code) (Area Code) (Telephone Number) |
| 8 | Website | |
| 9 | Name & Designation of Contact Person | |
| 10 | ISO Certification, if any {If yes, please furnish | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**



Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



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| | details} | |
| 11 | Bid Currency | |
| 12 | Port of shipment | |
| 13 | Whether Supplier / Manufacturer Dealer / Trader / Contractor | |
| 14 | Type of Material Supplies | |
| 15 | Banker's Name | |
| 16 | Branch | |
| 17 | Branch Code | |
| 18 | Bank Account Number | |
| 19 | PAN No | |
| 20 | Status of Firm (Indian Bidder only) | Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 21 | GST No. (Indian Bidder only) | [Enclose copy of GST Certificate] |
| 22 | We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act (Indian Bidder only) | Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i> |
| 23 | Whether Micro or Small Enterprise (Indian Bidder only) | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i> |
| 24 | Whether MSE is owned by SC/ST Entrepreneur(s) (Indian Bidder only) | Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i> |

Note: Sl. No. 20 to 24 are applicable for Indian Bidder only.

Place: [Signature of Authorized Signatory of Bidder]



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|  <p>Bhagyanagar Gas Ltd.</p> | <p style="text-align: center;">BHAGYANAGAR GAS LIMITED</p> <p style="text-align: center;">CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p style="text-align: center;">Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

Date:

Name:

Designation:

Seal:

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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F-2
BID FORM

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:

Dear Sir,

After examining / reviewing the Tender Document for the above mentioned Tender Document number _____ for “_____” including "Technical Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Price Schedule/Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Tender Document, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of as defined in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.



If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" for Amount and Validity as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a detailed Purchase Order/Contract document is prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

We understand that Tender Document is not exhaustive and any action and activity not mentioned in Tender Document but may be inferred to be included to meet the intend of the Tender Document shall be deemed to be mentioned in Tender Document unless otherwise specifically excluded and we confirm to perform for fulfillment of Contract and completeness of the supplies in all respects within the time frame and agreed price.

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

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

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|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

F3
LIST OF ENCLOSURES

To,

M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 Parishram Bhavan,
 Basheer Bagh, Hyderabad – 500004

SUB:
 TENDER NO:

Dear Sir,

We are enclosing the following documents as part of the bid:

| Sl. No. | Section, Clause No. & Description of Tender Document | Detail(s) of Document(s) required | Detail (s) of Document(s) submitted by the Bidder | File Name (in case Tender) and Total number of Pages |
|---------|--|---|---|--|
| 1. | Section III, 5.2 (if applicable), 11.1.1 (k), | Tender Fee | | |
| 2. | Section III, 11.1.1 (p)& 16.0 | Bid Security/EMD | | |
| 3. | Section III, 16.3 | In case EMD is in form of Bank Guarantee from Banks other than the Nationalized Indian Banks, a declaration from such commercial Bank having net worth in excess of Rs. 100 Crores /its equivalent USD. | | |
| 4. | Section III, 11.1.1 (n) | Power of Attorney | | |
| 5. | Section III, 11.1.1 (r) | Integrity Pact | | |
| 6. | Section I, 4.0 | Despatch Details of Document (Courier name and POD/tracking No.) | | |
| 7. | Section II (C) (i)& D (i) | Documents against Technical Criteria of BEC | | |
| 8. | Section II (C) (ii)& D (ii) | Documents against Financial Criteria of BEC | | |
| 9. | Section II (A) Note (i) | Tax Paid Invoice /Documents (if applicable) | | |





Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508





| | | | | |
|-----|---|---|--|--|
| 10. | Section III, 2, 3.1(if applicable), 11.1.1(b) & (c) & (f) & (g) & (h) & (i) & (j) & (m)&(q) (s) & (t) & (u) | Submission of All Forms & Formats duly filled & signed | | |
| 11. | Section III, 10.0 (if applicable), | List of Documents not in English language and its corresponding English Translation | | |
| 12. | Section III, 11.1.1(a) | Covering Letter | | |
| 13. | Section III, 11.1.1(e) | Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning “Quoted” / “Not Quoted” | | |
| 14. | Section III, 11.1.1(v) | List of consortium/ JV member(s), and Consortium Agreement (if applicable) | | |
| 15. | Section III, 11.1.1(w) | Complete Tender Document, its Corrigendum/ Amendment /Clarification(s) | | |
| 16. | Section III, 11.1.1(x) | A List of Additional document(s) & its enclosures | | |
| 17. | Section III, 40.4 | A List of the material from a sub-vendor | | |
| 18. | Section III, 40.3 (a) | Documentary evidence that the Bidder is a Micro or Small Enterprises | | |
| 19. | Section III, 40.3 (b) | Documentary evidence, in support of MSE is owned by SC/ST Entrepreneurs | | |
| 20. | Section III, 40.3 | Certification of above documents by the Chartered Accountant | | |
| 21. | F-1, Point No. 20 | Relevant certificates / Partnership Deed/ Certificate of Registration, as applicable | | |
| 22. | F-1, Point No. 19 | Copy of PAN Card | | |
| 23. | F-1, Point No. 21 | Copy of GST Certificate | | |
| 24. | F-1, Point No. 22 | Copy of the Entrepreneurs Memorandum (EM) | | |

Note : Sl. No. 17-20,23&24are applicable for Indian bidder only.

| | | |
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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

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

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>ISO 9001 Company</p> |
|---|---|---|

FORMAT F-4

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:



TENDER 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 Bank Guarantee 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 _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Bhagyanagar Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Bhagyanagar Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

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 Bidder M/s. _____ on 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 _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ 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. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



F-4A
PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:

Irrevocable and confirmed Letter of Credit No.Amount: Rs.



Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,



1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Bhagyanagar Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Bhagyanagar Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

| | | |
|---|--|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

Counter Signature

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

F-5

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:
To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

Date:

SUB:
TENDER NO:

Dear Sir,



I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @



| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

[2] Name & Designation _____ Signature _____
 Phone/Cell:
 Fax:
 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: This "Letter of Authority" should be on the "**letterhead**" of the Firm / 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 "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to Bhagyanagar Gas.

| | | |
|---|--|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

F-6
"NO DEVIATION" CONFIRMATION

To,



M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

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

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

F-7
DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 Parishram Bhavan,
 Basheer Bagh, Hyderabad – 500004

SUB:
 TENDER NO:

Dear Sir,



We hereby confirm that we are noton ‘Holiday’ by Bhagyanagar Gas 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 as on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Bhagyanagar Gas or the Ministry of Petroleum and Natural Gas.

In case it comes to the notice of Bhagyanagar Gas that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to Bhagyanagar Gas by us.

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

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 Parishram Bhavan,
 Basheer Bagh, Hyderabad – 500004



SUB:
 TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Tender Document, award is given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Purchaser 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."

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

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

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 Bhagyanagar Gas Limited having registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 (herein after called the “Bhagyanagar Gas Limited” 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 Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Bhagyanagar Gas Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Bhagyanagar Gas Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to Bhagyanagar Gas in such manner as Bhagyanagar Gas 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



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED



**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



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 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. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. 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 Bhagyanagar Gas 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 bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by Bhagyanagar Gas. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that Bhagyanagar Gas 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 and notwithstanding any security or other guarantee that Bhagyanagar Gas may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by Bhagyanagar Gas. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Hyderabad.
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,

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>ISO 9001 Company</p> |
|---|---|---|

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.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.



Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

| | | |
|---|--|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|--|---|

F-10A

AGREED TERMS & CONDITIONS FOR INDIAN BIDDER

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS**

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



मेकॉन
ISO 9001 Company

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|------------|--|---|
| 1 | Bidder's name, Vendor Code of Bhagyanagar Gas (if any) and address (FOA/Order shall be released in this name) | Bidder's name : Vendor Code: Address: |
| 2. | Please confirm the currency of quoted prices. | |
| 3. | Confirm quoted prices will remain firm and fixed till complete execution of the order. | |
| 4. | i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto site are quoted in Price Schedule. | |
| 5 | Please specify the Dispatch Point | |
| 6. | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause). | |
| 7. | Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document. | |
| 8. | Confirm that 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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. | |
| 9. | Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA). | |
| 10. | Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. | |
| 11. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable. | |
| 12. | Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids. | |
| 13. | Please furnish EMD/Bid Security details : | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|--|
| | a) EMD/ Bid Security No. & date b) Value c) Validity | |
| 14. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS). | |
| 15. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable). | |
| 16. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. | |
| 17. | Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ Bhagyanagar Gas or his relative is a partner. | |
| 18. | All correspondence must be in ENGLISH language only. | |
| 19. | Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids. | |
| 20. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |
| 21. | We hereby confirm that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.11 of ITB. | |
| 22. | Rate of applicable GST (CGST & SGST/ UTGST or IGST) | CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... % |
| 23. | Harmonized System Nomenclature (HSN): | |
| 24. | Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder. | |
| 25. | Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule | |
| 26. | Confirm 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 bidder shall be to bidder's account | |



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 27 | <p>Part Order:</p> <p>(a) Confirm acceptance to Part Order.</p> <p>(b) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p> | |
| 28 | <p>Testing and Inspection charges:</p> <p>Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</p> | |
| 29 | <p>Import Content:</p> <p>If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following:</p> | |
| | <p>(a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.).</p> <p>(e) Indicate classification with tariff no. under which Vendor intends to import.</p> <p>(f) Confirm prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Quoted prices are after considering the input tax credit of</p> | |





Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
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| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| | <p>IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the vendor. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p> | |

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

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

F-10B

AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER

To,

M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 Parishram Bhavan,
 Basheer Bagh, Hyderabad – 500004

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|---|
| 1. | Bidder's name, Vendor Code of Bhagyanagar Gas (if any) and address (FOA/Order shall be released in this name) | Bidder's name : Vendor Code: Address: |
| 2. | Please confirm the currency of quoted prices. | |
| 3. | Confirm quoted prices will remain firm and fixed till complete execution of the order. | |
| 4. | Indicate international Seaport of Exit. | |
| 5. | Confirm you have quoted prices on CIF basis. | |
| 6. | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with Contract Performance Security. iii) Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed. OR However, if you still insist for confirmed L/C, confirmation charges shall be borne by you, confirm. | |
| 7. | Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document. | |
| 8. | Confirm that 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 | |



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| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| | bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores/Equivalent USD and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. | |
| 9. | Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA). | |
| 10. | a) Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause). | |
| 11. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable. | |
| 12. | Confirm your offer is valid for period specified in BDS from Final/Extended Due Date of opening of Techno-commercial Bids. | |
| 13. | Please furnish EMD/Bid Security details : d) EMD/ Bid Security No. & date e) Value f) Validity | |
| 14. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS). | |
| 15. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable). | |
| 16. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. | |
| 17. | Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ Bhagyanagar Gas or his relative is a partner. | |
| 18. | All correspondence must be in ENGLISH language only. | |
| 19. | Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids. | |



Bhagyanagar Gas Ltd.



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT
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| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|--|-----------------------|
| 20. | All Bank charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by bidder. All bank charges and stamp duties payable in India shall be borne by the Purchaser. | |
| 21. | Export permit/License if required shall be bidder's responsibility and any expenditure towards the same shall be borne by the bidder. | |
| 22. | Prices quoted must exclude marine insurance from FOB international port of exit. However, all transit insurance charges upto FOB International port of exit must be included by vendor in quoted prices. | |
| 23. | Indicate Country of origin of offered goods. | |
| 24. | Confirm quoted prices include all charges towards inspection & testing of offered Goods, In the event of inspection by Bhagyanagar Gas or its authorized representative, confirm no extra charges shall be payable to vendor. | |
| 25. | <p>Part Order:</p> <p>(a) Confirm acceptance to Part Order.</p> <p>(b) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p> | |
| 26. | Confirm Direct offer without intermediary of an Indian Agent is submitted. | |
| 27. | <p>a) In case vendor envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However, if Indian Agent are involved, the bidder shall provide reason/justification. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's commission, if any, from the quoted prices.</p> <p>b) Indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer.</p> <p>c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by Bhagyanagar Gas. Confirm acceptance.</p> | |

| | | |
|---|--|--|
|  Bhagyanagar Gas Ltd. | BHAGYANAGAR GAS LIMITED CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508 |  मेकॉन ISO 9001 Company |
|---|--|--|

| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| 28. | Confirm to bear the Withholding Tax (WHT) as per the provision of Income Tax Act 1961 (please refer clause no.48 of ITB). | |

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



BHAGYANAGAR GAS LIMITED

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F-11
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/fax to Purchase Officer in Bhagyanagar Gas who issued the Tender Document, by filling up the Format)

To,

M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 Parishram Bhavan,
 Basheer Bagh, Hyderabad – 500004

SUB:
 TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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 :

Fax 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 :

| | | |
|---|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|---|---|---|

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:
TENDER NO:

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by M/s.....(Name of the Bidder) shall be liable for rejection”.

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

F-13
BIDDER'S EXPERIENCE

To,

M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

SUB:

TENDER NO:

| Sl. No | Description of the Supply/ Services | PO/ Contract No. and date | Full Postal Address & phone nos. of Client. | Value of Contract/Order (<i>Specify Currency Amount</i>) | 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:



BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
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F-14

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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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 | original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any) | | |
| 2.0 | Confirm that the following details have been submitted in the Un-priced part of the Bid | | XXXXXXXXXX |
| i | Covering Letter, Letter of Submission | | |
| ii | Bid Security | | |
| iii | Signed and stamped original copy of Tender Document along with drawings and addendum (if any) | | |
| iv | Power of Attorney in the name of person signing the bid. | | |
| V | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company | | |
| vi | Bidders declaration that regarding, Holiday/ Banning. | | |
| vii | Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable as per SCC) are enclosed | | |
| viii | Confirm submission of document along with techno-commercial bid as per bid requirement. | | XXXXXXXXXX |
| 3.0 | Confirm that all forms duly filled in are enclosed | | |



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| | | | |
|-----|--|--|---|
| | with the bid duly signed by authorised person(s) | | |
| 4.0 | Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid. | | X |
| 5.0 | Confirm that annual reports for last three financial years & dulyfilled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). | | |
| 6.0 | Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document. | | X |
| 7.0 | Confirm that Undertaking as per Form 1 has been submitted (applicable for MSE and PP-LC bidder). | | X |
| 8.0 | Confirm that Undertaking as per Form 2 and statutory auditor certificate as per Form 3 have been submitted (applicable for PP-LC bidder). | | X |

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



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F-15
FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT

(To be provided on Bank's letter head)

Date:

To,
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

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 Bhagyanagar Gas's RFQ/Tender no. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender 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./USD _____

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 :
Stamp



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F-16
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. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

| Year | Amount (Currency) |
|---------|-------------------|
| Year 1: | |
| Year 2: | |
| Year 3: | |

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

| Description | Year ____ |
|--------------|-------------------|
| | Amount (Currency) |
| 1. Net Worth | |

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

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

****Refer Instructions***

Note: 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]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:



BHAGYANAGAR GAS LIMITED

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Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **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.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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F-17

**FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
(NOT APPLICABLE)**

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the "Member-I"/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to Tender Document no..... for the supply/work of (Name of Tender Document).....of M/s. (herein after called the 'Owner/Bhagyanagar Gas').

WHEREAS, the Owner invited bids vide its Tender Document no. for the work of

AND WHEREAS as per Tender Document, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of Tender Documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:



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1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.
3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **Responsibility Matrix** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**Responsibility Matrix**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance security/ security deposit in favour of the



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Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.

10. It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

| | |
|---|--|
| <p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated Signature Designation</p> | <p>For M/s. (..... Member (Signature of authorised Representative) Name: Designation:</p> |
| <p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated Signature Designation</p> | <p>For M/s. (..... Member-II (Signature of authorised Representative) Name: Designation:</p> |
| <p>1. Seal of M/s. has been affixed in my/our presence pursuant to Board Resolution dated</p> | <p>For M/s. (..... Member-III (Signature of authorised Representative) Name:</p> |

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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Bhagyanagar Gas Limited

Sub :

Tender No :

| SL. NO. | REFERENCE OF TENDER DOCUMENT | | | | BIDDER'S QUERY | Bhagyanagar Gas's REPLY |
|---------|------------------------------|----------|------------|---------|----------------|-------------------------|
| | SEC. NO. | Page No. | Clause No. | Subject | | |
| | | | | | | |

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

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E-Banking Mandate Form

(To be issued on vendors letter head)

(Applicable for Indian Bidder only)

1. Vendor/customer Name :
2. Vendor/customer Code:
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 Bhagyanagar Gas 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 Bhagyanagar Gas 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)



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED
CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



INTEGRITY PACT



BHAGYANAGAR GAS LIMITED
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INTEGRITY PACT

INTRODUCTION:

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

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

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (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 BGL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for **SUPPLY OF CNG RECIPROCATING COMPRESSORS FOR CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA & KAKINADA.**

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:



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- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

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

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

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



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4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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

Section 5 – Previous transgression

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

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

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

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

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



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Section 8 – Deleted

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Hyderabad. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

 (Name & Designation)
 For the Principal

 (Name & Designation)
 For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

Note:

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

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PROFORMA FOR DETAILS OF INDIAN AGENT

To,
 M/s Bhagyanagar Gas Limited



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2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004

TENDER NO:

Dear Sir,

Following are the details of Indian agent/ consultant/representative:

| S. No | Description | Bidder's response |
|-------|--|-------------------|
| 1. | Name & address of agent / consultant / representative in India. | |
| 2. | The precise relationship between the bidder and their agent/consultant/representative in India. | |
| 3. | The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other. | |
| 4. | Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee. | |
| 5. | Permanent Income Tax Account number of Agent / Consultant / Representative in India. | |
| 6. | Permanent Income Tax account of bidder in his country and also in India, if applicable | |
| 7. | All services to be rendered by the Agent / Consultant / Representative. | |
| 8. | Bidder to confirm copy of agreement with their Indian Agent is enclosed in unpriced bid. | |

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.



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FREQUENTLY ASKED QUESTIONS (FAQs)

| SL.NO. | QUESTION | ANSWER |
|--------|---|--|
| 1.0 | Can any Bidder quote for subject Tender? | Yes. A Bidder has to meet Bid Evaluation Criteria 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 bidder submit more than 1 offer? | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document. |
| 5.0 | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document. |

All the terms and conditions of Tender remain unaltered.



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

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**PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS
[DMEP]**

[NOT APPLICABLE]



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PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)

- 1) Bhagyanagar Gas reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. 33(3)/2013-IPHW dated 22.05.2015.

A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL www.deity.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the Tender Documents.

- 2) Accordingly, domestic manufacturer shall be asked to provide following confirmation/undertaking/documents along with the Bid:-
- a) An undertaking that the products meet all the technical specifications as per Form-_____.
 - b) Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product. The responsibility of correctness of Affidavit of self-certification shall be that of the Bidder when asked to do so.
 - c) Documents/ certifications to ensure security and quality.
 - d) Undertaking that the Domestic manufacture shall be able to manufacture required quantity in stipulated time frame.
- 3) The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:-
- a) The electronic products for which preference will be provided to domestic manufacturers shall be
 - b) The quantity of procurement for which preference will be provided to domestic manufacturers shall be _____%.
 - c) Percentage of domestic value addition which qualifies the electronic product to be classified as domestically manufactured shall be _____%.
 - d) The preference to DMEP shall be subject to meeting technical specifications and matching rate of L1 Bidder.



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- 4) Domestic manufacturers are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their Bid in the following format:-

| Item No | Item Description | Manufacturer / Supplier | Country of Origin | Value | Domestic Value Addition in Percentage |
|---------|------------------|-------------------------|-------------------|-------|---------------------------------------|
| 1. | | | | | |

- 5) Bidders claiming to Bid in the status of domestic manufacturer are required to give an undertaking in the format as given at Form 1. The procedure for certification and assessment of the Domestic Value Addition shall be as per relevant notifications and guidelines in this regard. Furnishing of false information on this account shall attract penal provisions as per procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice.
- 6) Procedure for award of contracts involving procurement from domestic manufacturers: *“For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said Bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 Bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e. domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the Tender Document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value”*. Only those domestic manufacturers whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.
- 7) In case of turnkey/ system-integration projects, eligibility of a bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified DMEPs i.e. forming part of the turnkey/system-integration project and not on the value of whole project
- 8) In cases where both MSEs and DMEP are participating in a tender and both MSE and DMEP are eligible for purchase preference, in such case both the policies viz. Public Procurement Policy-



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2012 for MSE and policy for providing preference to DMEPs shall be applicable for the procurement of DMEPs.

A bidder qualifying for benefits in both the schemes shall be entitled to claim benefit of purchase preference in any one of the schemes.



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FORM 1

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product on Rs. 100/- Stamp Paper

Date:

I.....S/o, D/o, W/o, Resident ofdo hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. 8(78)/2010-IPHW dated 10.02.2012 and Notification No. 33(3)/2013-IPHW dated 23.12.2013.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority or auditors accredited by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government Tender for a period of 36 months. In addition, I will bear all costs of such an assessment. Further, Action shall also be initiated as per the provisions contained Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice.

That I have complied with all conditions referred to in the Notification(s) in this regard, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

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

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Electronic Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer



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- vii. Sale price of the product
- viii. Ex-factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the electronic product
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

.....(Name of firm/entity)

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

<Insert Name, Designation and Contact No.>



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FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA

We, the beneficiary, hereby confirm as follows:

1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income (“Treaty”) and are eligible to claim relief under the provisions of the Treaty including Article 5.

2. Till 31 March, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS CONNECTION IN INDIA

This is to certify that.....(Name of the entity) a company in(Country) having its registered office at (Address of company)

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

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



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FORMNO.10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I.....*son/daughter of Shri.....in the capacity of(designation) to provide the following information, relevant to the previous year.....*in my case/in the case offor the purpose of sub-section (5) of *section 90/section 90A:-----

| <i>Sl. No.</i> | <i>Nature of information</i> | <i>Details#</i> |
|----------------|--|-----------------|
| (i) | Status (individual; company, firm etc.) of the assessee | |
| (ii) | Permanent Account Number (PAN) of the assessee, if allotted | |
| (iii) | Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others) | |
| (iv) | Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident | |
| (v) | Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90 A is applicable | |



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| | |
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| (vi) | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable |
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2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of(name of country or specified territory outside India)

Signature.....

Name:.....

Address:.....

Permanent Account Number:.....

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today theday of

Signature of the person providing the information

Place: _____

Notes:

1. *Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.



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PART-II – CONDITIONS OF CONTRACT



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Section 2

GENERAL CONDITIONS OF CONTRACT – GOODS (GCC - GOODS)

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General Conditions of Contract-GOODS

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| 1 | Definitions | <p>In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:</p> <p>1.0 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.</p> <p>1.1 CONSULTANT <i>[if engaged]</i> shall mean M/s _____ having its registered office at _____. The term consultant includes successors, assigns of M/s _____.</p> <p>1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.</p> <p>1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.</p> <p>1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.</p> <p>1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.</p> <p>1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.</p> <p>1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.</p> <p>1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.</p> <p>1.9 FINAL ACCEPTANCE shall mean the</p> |
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| | | <p>PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.</p> <p>1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.</p> <p>1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.</p> <p>1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.</p> <p>1.13 PURCHASER shall mean M/s Bhagyanagar Gas Limited (BGL) having its registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004. The term PURCHASER includes successors, assigns of Bhagyanagar Gas.</p> <p>1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.</p> <p>PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.</p> <p>Quantities – Bills of quantities</p> <p>Bills of quantities</p> <p>Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.</p> <p>1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.</p> |
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| | | <p>1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.</p> <p>1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.</p> <p>1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.</p> <p>1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.</p> <p>1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.</p> <p>1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.</p> <p>1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.</p> <p>1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.</p> |
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| 2 | Seller To Inform | 2.1 | The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract. |
| 3 | Application | 3.1 | These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| 4 | Country of Origin | 4.1 | For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| 5 | Scope of Contract | 5.1 | Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto. |
| | | 5.2 | Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost. |
| | | 5.3 | The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER. |
| | | 5.4 | The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER. |
| | | 5.5 | The documents once submitted by the SELLER shall be firm and final and not subject to subsequent |



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| | | <p>changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.</p> <p>5.6 All dimensions and weight should be in metric system.</p> <p>5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.</p> <p>5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.</p> <p>5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.</p> <p>5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.</p> |
| 6 | Standards | <p>6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.</p> |
| 7 | Instructions, Direction & Correspondence | <p>7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific</p> |



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| | | <p>enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.</p> <ol style="list-style-type: none"> All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc. |
| 8 | Contract Obligations | <p>8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.</p> <p>8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.</p> |
| 9 | Modification In Contract | <p>9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.</p> <p>9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.</p> |



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| 10 | Use of Contract Documents & Information | <p>10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.</p> <p>10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.</p> |
| 11 | Patent Rights, Liability & Compliance of Regulations | <p>11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.</p> <p>11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.</p> <p>11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.</p> <p>11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.</p> |
| 12 | Performance Guarantee | <p>12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of</p> |



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| | | <p>Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.</p> <p>12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.</p> <p>12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.</p> <p>12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.</p> |
| 13 | Inspection, Testing & Expediting | <p>13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.</p> <p>13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.</p> <p>13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.</p> |



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| | | <p>13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.</p> <p>13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.</p> <p>13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.</p> <p>13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).</p> <p>13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.</p> <p>13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.</p> <p>13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.</p> <p>13.11 If on receipt of this notice, PURCHASER should</p> |
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| | | <p>waive the right to witness the test, timely information will be given accordingly.</p> <p>13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.</p> <p>13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.</p> <p>13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.</p> <p>13.15 Inspection & Rejection of Materials by consignees When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.</p> |
| 14 | Time Schedule & Progress Reporting | <p>14.1 Time Schedule Network/Bar Chart</p> <p>14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.</p> <p>14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.</p> <p>14.1.3 The original issue and subsequent revisions of</p> |



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| | | <p>SELLER's time schedule shall be sent to PURCHASER.</p> <p>14.1.4 The time schedule network/bar chart shall be updated at least every second month.</p> <p>14.2 Progress Trend Chart/Monthly Report</p> <p>14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.</p> <p>14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.</p> <p>14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.</p> <p>14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.</p> <p>14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.</p> <p>14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/ CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have</p> |
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| | | the right to encash Performance Guarantee in full or part. |
| 15 | Delivery & Documents | <p>15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.</p> <p>15.2 Delivery shall be deemed to have been made :</p> <p>a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.</p> <p>b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.</p> <p>c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).</p> <p>15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.</p> <p>15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.</p> <p>15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.</p> <p>15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.</p> <p>15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.</p> <p>15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.</p> |



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| 16 | Transit Risk Insurance | <p>16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</p> <p>16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements :</p> <p>Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BHAGYANAGAR GAS.</p> <p>Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BHAGYANAGAR GAS.</p> <p>The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.</p> <p>16.3 PURCHASER's Insurance Agent : [The name and address-as mentioned under SCC]</p> |
| 17 | Transportation | <p>17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p> <p>17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.</p> |
| 18 | Incidental Services | <p>18.1 The Seller may be required to provide any or all of the following services:</p> <p>18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:</p> |



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| | | <p>18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:</p> <p>18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.</p> <p>18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.</p> <p>18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.</p> <p>18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.</p> <p>18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.</p> |
| 19 | Spare Parts, Maintenance Tools, Lubricants | <p>19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.</p> <p>19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and</p> <p>19.1.2 In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested. <p>19.2 Seller shall supply item wise list with value of each</p> |



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| | | <p>item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :</p> <p>19.2.1 The construction, execution and commissioning.</p> <p>19.2.2 2 years operation and maintenance.</p> <p>19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.</p> <p>19.4 Type and sizes of bearings shall be clearly indicated.</p> <p>19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.</p> <p>19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.</p> <p>19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.</p> <p>19.8 Lubricants</p> <p>19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.</p> <p>19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.</p> <p>19.8.3 Seller shall indicate various equivalent lubricants available in India.</p> |
| 20 | Guarantee | <p>20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.</p> <p>No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials</p> |



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| | | <p>supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.</p> <p>If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.</p> <p>PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.</p> <p>In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.</p> |
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| | | <p>20.2 PERFORMANCE GUARANTEE OF EQUIPMENT</p> <p>20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.</p> <p>20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.</p> <p>20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.</p> |
| 21 | Terms of Payment | <p>21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.</p> <p>21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.</p> |



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| | | <p>General Notes:</p> <ol style="list-style-type: none"> 1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value. 2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures. 3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects. 4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder. 5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted. 6. No interest charges for delay in payments, if any, shall be payable by PURCHASER. 7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself. 8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site. |
| 22 | Prices | 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid. |
| 23 | Subletting & | 23.1 The contractor shall not without previous consent in |



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| | Assignment | | writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. |
| 24 | Time As Essence of Contract | 24.1 | The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract. |
| 25 | Delays In The Seller's Performance | 25.1 | If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to: <ul style="list-style-type: none"> i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. |
| | | 25.2 | Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default. |
| 26 | Price Reduction Schedule For Delayed Delivery | 26.1 | Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications. |



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| | | <p>26.1.1 Deductions shall apply as per following formula: In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.</p> <p>26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.</p> <p>26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.</p> <p>Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.</p> |
| 27 | Rejections, Removal of Rejected Equipment & Replacement | <p>27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.</p> <p>27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.</p> <p>27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.</p> <p>27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by</p> |



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| | | <p>the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.</p> <p>27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).</p> |
| 28 | Termination of Contract | <p>28.1 Termination for Default</p> <p>28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:</p> <p>A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or</p> <p>B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and</p> <p>C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.</p> <p>28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.</p> <p>28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BHAGYANAGAR GAS LIMITED Against any type of tender nor their offer will be considered by BHAGYANAGAR GAS against any ongoing tender (s) where contract between BHAGYANAGAR GAS and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by BHAGYANAGAR GAS LIMITED to such VENDOR.</p> <p>28.2 Termination for Insolvency The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER,</p> |



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| | | <p>without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.</p> <p>28.3 Termination for Convenience</p> <p>28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.</p> <p>28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:</p> <ol style="list-style-type: none"> a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER. |
| 29 | Force Majeure | <p>29.1 Shall mean and be limited to the following:</p> <ol style="list-style-type: none"> a) War/hostilities b) Riot or Civil commotion c) Earthquake, flood, tempest, lightening or other natural physical disaster. d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER. <p>The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.</p> <p>For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to</p> |



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| | | <p>the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.</p> <p>SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.</p> |
| 30 | Resolution of Disputes/Arbitration | <p>30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.</p> <p>30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.</p> <p>30.3 Legal Construction The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Hyderabad.</p> <p>30.4 Arbitration All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (BHAGYANAGAR GAS LIMITED) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.</p> <p>In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other</p> |



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| | | <p>party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.</p> <p>The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Hyderabad, India.</p> <p>Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Hyderabad (India).</p> <p>Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.</p> <p>The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.</p> |
| 31 | Governing Language | 31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties. |
| 32 | Notices | <p>32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.</p> <p>32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |



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| 33 | Taxes & Duties | <p>33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.</p> <p>33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.</p> <p>33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.</p> <p>33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.</p> |
| 34 | Books & Records | <p>34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.</p> |
| 35 | Permits & Certificates | <p>35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.</p> |
| 36 | General | <p>36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.</p> |



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| | | <p>36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.</p> <p>36.3 Recovery of sums due All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.</p> <p>36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.</p> <p>36.5 Cut-off Dates No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)</p> <p>36.6 Paragraph heading The paragraph heading in these conditions shall not affect the construction thereof.</p> |
| 37 | Import License | 37.1 No import license is required for the imports covered under this document. |
| 38 | FALL CLAUSE | 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the |



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| | | <p>Central or State Govt. as the case may be, during the currency of the order.</p> <p>38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>The above stipulation will, however, not apply to:</p> <ul style="list-style-type: none"> a) Exports by the Contractor/Supplier or b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement c) sale of goods such as drugs which have expiry dates. <p>38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:- “I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the BHAGYANAGAR GAS under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the BHAGYANAGAR GAS under the order.”</p> <p>Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.</p> |
| 39 | Publicity & Advertising | <p>Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.</p> |



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| 40 | Repeat Order | 40.1 | PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions. |
| 41 | Limitation of Liability | 41.1 | Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. |



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**GENERAL CONDITIONS OF CONTRACT -WORKS
(GCC – WORKS)**



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General Conditions of Contract

Section- I. Definitions

1. Definition of Terms:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 The EMPLOYER/COMPANY/BHAGYANAGAR GAS means BHAGYANAGAR GAS LIMITED, incorporated under the Company's act 1956 and having its Registered office at 2nd Floor, APIDC Building, Parishram Bhavan, Basheer Bagh, Hyderabad – 500004 and includes its successors and assigns.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the BHAGYANAGAR GAS and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR 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 works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means M/s. _____ who are the consulting engineer to the Employer for this project and having registered office at _____.
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors



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and permitted assigns of such person, firm or company.

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the BHAGYANAGAR GAS or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind



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required in or about the execution, completion or maintenance of works.

- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled,

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|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT</p> <p>SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
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semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/EMPLOYER.

- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

Section-II General Information

2. General Information

- 2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.
- b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.
- Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.
- 2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.
- 2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own **risk and** cost.

Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the



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Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Power Supply:

- 2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity **nor have any liability in respect thereof**. No claim for compensation for any failure or short supply of electricity will be admissible.
- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising there from.



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- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The metres shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR'S installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the ENGINEER-IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.
- 2.4.11 The total requirement of power shall be indicated by the Tenderer alongwith his tender.
- 2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish



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materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative.

No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

2.7

Section-III. General Instructions to Tenderers

3. Submission of Tender:

- 3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.
- 3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.
- 3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.
- 3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for



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_____ Project of Bhagyanagar Gas Limited due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipments available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialled at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given



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of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Bhagyanagar Gas Limited, and that M/s Bhagyanagar Gas Limited, 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 M/s Bhagyanagar Gas Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the



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applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Bhagyanagar Gas Limited 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/Contractor 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.

5. Transfer of Tender Documents:

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. Earnest Money:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or 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, other than the Nationalised 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 bid guarantee shall be submitted in the prescribed format .



Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid due date).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 Validity:

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER

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shall forfeit Earnest Money paid by him alongwith tender.

8 Addenda/Corrigenda

- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 Right of Employer to Accept or Reject Tender:



- 9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. **At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.**

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 Time Schedule

- 10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.
- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
- 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

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| 11 Tenderer's Responsibility | 11.1 | The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance. |
| 12 Retired Government or Company Officers | 12.1 | No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement 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 cancelled if either the CONTRACTOR 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 CONTRACTOR'S service as the case may be. |
| 13 Signing of the Contract: | 13.1 | The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. |
| 14 Field Management & Controlling/Coordinating Authority: | 14.1 | The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions. |
| | 14.2 | The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies. |
| 15 Note to Schedule of Rates: | 15.1 | The Schedule of Rates should be read in conjunction with all the other sections of the tender. |
| | 15.2 | The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site. |
| | 15.3 | Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer. |
| | 15.4 | The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted. |

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- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders Under Consideration:**
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by BHAGYANAGAR GAS to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. BHAGYANAGAR GAS will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.
- 17 Award of Contract:**
- 17.1 The Acceptance of Tender will be intimated to the successful Tenderer by BHAGYANAGAR GAS either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 BHAGYANAGAR GAS will be the sole judge in the matter of award of CONTRACT and the decision of BHAGYANAGAR GAS shall be final and binding.
- 18 Clarification of Tender Document:**
- 18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to BHAGYANAGAR GAS in triplicate. BHAGYANAGAR GAS will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.
- 18.2 Verbal clarification and information given by BHAGYANAGAR GAS or its employee(s) or its representatives shall not in any way be binding on BHAGYANAGAR GAS.
- 19 Local Conditions:**
- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable BHAGYANAGAR GAS



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shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 Abnormal Rates:

20.1 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. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender 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).

Section-IV. General Obligations

21 Priority of Contract Documents

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :



- 1) The Contract Agreement ;
- 2) The Letter of Acceptance;
- 3) The (Instructions to Bidders)ITB;
- 4) Special Conditions of Contract (SCC);
- 5) General Conditions of Contract (GCC)
- 6) Any other document forming part of the Contract.

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.

21.2 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 or construction thereof the CONTRACT.

21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 Interpretation: Words implying 'Persons' shall include relevant

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'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 Special Conditions of Contract:

- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 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.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR 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.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN 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.

23 Contractor to obtain his own Information:

- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.

The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be



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deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.



It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before [submission of tender](#). The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

24 Contract Performance Security:

- 24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.
- 24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through 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, other than the Nationalised Indian Banks, the

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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.

- 24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).
- 24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.
- 24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 Time of Performance:

- 25.1 Time for Mobilisation
The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.
- 25.2 Time Schedule of Construction:
- 25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given

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in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:



26.1 CONDITIONS FOR FORCE MAJEURES

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 Majeures 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 mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

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If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break 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 CONTRACTOR 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, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR 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.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.



The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 Bonus For Early Completion (*)



27.3 BONUS FOR EARLY COMPLETION

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

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(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfilment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

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| <p>28 Rights of the employer to forfeit contract performance security:</p> | <p>28.1</p> | <p>Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.</p> |
| <p>29 Failure by the contractor to comply with the provisions of the contract:</p> | <p>29.1</p> | <p>If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion 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 CONTRACTOR:</p> <p>a) <u>TO DETERMINE THE CONTRACT</u> 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 CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK 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 work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.</p> <p>b) <u>WITHOUT DETERMINING THE CONTRACT</u> to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR 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</p> |

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Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR 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 CONTRACTOR on account of work 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 WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, 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 CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub-clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 Contractor remains liable to pay compensation if

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become

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clause 29:**

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 CONTRACTOR 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 CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) 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 in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK 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 ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 Change in constitution:

31.1

Where the CONTRACTOR 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 CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

32 Termination of contract

32(A)

TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR 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, he (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 CONTRACTOR and/or to the surviving partners of the



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CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of 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 Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32 (C) In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BHAGYANAGAR GAS Limited against any type of tender nor their offer will be considered by BHAGYANAGAR GAS against any ongoing tender (s) where contract between BHAGYANAGAR GAS and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Bhagyanagar Gas Limited to such CONTRACTOR.

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| 33 Members of the employer not individually liable : | 33.1 | No Director, or official or employee of the EMPLOYER/ CONSULTANT 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. |
| 34 Employer not bound by personal representations: | 34.1 | The CONTRACTOR 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. |
| 35 Contractor's office at site: | 35.1 | The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works. |
| 36 Contractor's subordinate | 36.1 | The CONTRACTOR, on or after award of the WORK shall name |



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staff and their conduct

and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

- 36.2 If and whenever any of the CONTRACTOR's or SUB-CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his

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employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

36.5 *The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed / proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BHAGYANAGAR GAS's premises.*

37 Sub-letting of works:

37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:



The EMPLOYER may give written consent to Sub-contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the

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CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 Power of entry:

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the



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CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air-conditioning contractors and other agencies:

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the



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above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

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| 40 Other agencies at site: | 40.1 | The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances. |
| 41 Notice: | 41.1 | <u>TO THE CONTRACTOR:</u> Any notice hereunder may be served on the CONTRACTOR or his duly authorised representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein. |
| | 41.2 | <u>TO THE EMPLOYER:</u> Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. Bhagyanagar Gas Limited addressed to the HEAD/SITE-IN-CHARGE. |
| 42 Right of various interests: | 42.1 | <ul style="list-style-type: none"> i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works. ii) Wherever the work being done by any department of the |



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EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 Patents and royalties:

- 43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practised or employed in the performance of this CONTRACT, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practised or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licences and pay such royalties and licence fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such licence, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free licence to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.
- 43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.
- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against



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CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 Liens:

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, 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 paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR 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. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE 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 CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 Delays by employer or his authorised agents:

- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised

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agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

- 45.2 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 CONTRACTOR to maintain the agreed Time Schedule of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

- 46 Payment if the contract is terminated:** 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

a) Any and all completed works.

b) Such partially completed WORK including drawings, informations and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

- 47 No waiver of rights:** 47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any

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extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

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| 48 Certificate not to affect right of employer and liability of contractor: | 48.1 | No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR 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. |
| 49 Language and measures: | 49.1 | All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified. |
| 50 Transfer of title: | 50.1 | The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE. |
| | 50.2 | However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT. |
| 51 Release of information: | 51.1 | The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER. |
| 52 Brand names: | 52.1 | The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements. |
| 53 Completion of contract: | 53.1 | Unless otherwise terminated under the provisions of any other |



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relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.

54 Spares:

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V Performance of Work

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.



56 Co-ordination and inspection of work:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours.

57 Work in monsoon and dewatering:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

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- 58 Work on sundays and holidays:**
- 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.
- 59 General conditions for construction and erection work:**
- 59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
- 59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.
- 60 Alterations in specifications, design and extra works:**
- 60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
- In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.
- 60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK



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in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the



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ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

| S.No. | Range of Variation | Percentage compensation for decrease in the value of work in the respective range. |
|-------|--|---|
| a) | Beyond (+) 25% upto & inclusive of (+) 50% | No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid). |
| b) | Beyond (-) 25% upto & inclusive of (-) 50% | For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value. |

II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt



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of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

61 Drawings to be supplied by the employer

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 Drawings to be supplied by the contractor:

- 62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____
(Name of Work)

Agreement
No. _____



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Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



Signed: _____
(CONTRACTOR) (ENGINEER-IN-CHARGE)

- 62.3** The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.
- 62.4** As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.
- 63 Setting out works:**
- 63.1** The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 63.2** The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.
- 63.3** Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4** Pillars bearing geodetic marks located at the sites of units of

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WORKS under construction should be protected and fenced by the CONTRACTOR.

- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
- 64 Responsibility for level and alignment:**
- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
- 65 Materials to be supplied by contractor:**
- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.
- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.



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66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

67 Conditions for issue of materials:

- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
 - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
 - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
 - iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
 - v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
 - vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the



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CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.
- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be utilised for any purpose(s) than issued for.



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| 68 Material procured with assistance of employer/return of surplus: | 68.1 | Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licences issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licences or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive. |
| 69 Materials obtained from dismantling: | 69.1 | If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER. |
| 70 Articles of value found: | 70.1 | All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER. |
| 71 Discrepancies between instructions: | 71.1 | Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible. |
| 72 Action where no specification is issued: | 72.1 | In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE. |
| 73 Inspection of works: | 73.1 | The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever |



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situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

- 73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.



- 73.3 The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

- 74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.



- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

- 74.3 If any tests are required to be carried out in conjunction with the

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WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

- 75 Samples for approval:** 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76 Action and compensation in case of bad work:** 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of **1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent)** of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
- 77 Suspension of works:** 77.1
- i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.
 - ii) In case of suspensions of entire WORK, ordered in writing

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by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

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| <p>78 Employer may do part of work:</p> | <p>78.1</p> | <p>Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.</p> |
| <p>79 Possession prior to completion:</p> | <p>79.1</p> | <p>The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.</p> |
| <p>80 (Defects liability period) twelve months period of liability from the date of issue of completion certificate:</p> | <p>80.1</p> | <p>The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. 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 CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER-IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.</p> |
| | <p>80.2</p> | <p>If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.</p> <p>If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK 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 WORK/ equipment only. Notwithstanding the above provisions the supplier's,</p> |

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guarantees/warantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY

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

81 Care of works:



81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

81.1 DEFECTS PRIOR TO TAKING OVER:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over

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the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.



If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.



83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his

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collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

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| 84 Replacement of defective parts and materials: | <p>84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.</p> <p>84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.</p> |
| 85 Indemnity | <p>85.1 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 CONTRACTOR 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 CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, 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.</p> |
| 86 Construction aids, equipments, tools & tackles: | <p>86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be</p> |

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ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

SECTION-VI Certificates and Payments

87 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR 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 WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR 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 executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to



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cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) 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 WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK 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.

iv) 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 WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK 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 on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay 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), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary

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to complete the WORK.

vi) 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 CONTRACTOR's conduct of WORK which occur 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.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works 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 CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 BHAGYANAGAR GAS shall make all endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT



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SPECIFICATIONS / CONTRACT DOCUMENT.
EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM: Bhagyanagar Gas Limited has introduced Computerised Billing System whereby when the Bills are submitted in BHAGYANAGAR GAS by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through BHAGYANAGAR GAS's website.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING OF AMOUNTS:



In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

89 Lumpsum in tender:

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 Running account payments to be regarded as advance:

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion

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of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties



91 Notice of claims for additional payments:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR 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 this rights in respect thereof.

91.2 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, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works 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 works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works 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 WORK 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 work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 Payment of contractor's bill:

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the

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ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 Receipt for payment:

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 Completion certificate:

94.1 APPLICATION FOR COMPLETION CERTIFICATE:



When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the

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If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:



- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence 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 and the CONTRACTOR 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 notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

96 Certificate and payments on evidence of completion:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any

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claim by the CONTRACTOR.

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| <p>97 Deductions from the contract price:</p> | <p>97.1</p> | <p>All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.</p> |
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SECTION-VII Taxes and Insurance

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| <p>98 Taxes, Duties, Octroi etc:</p> | <p>98.1</p> | <p>The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS 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 CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR 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 CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.</p> |
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Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

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| <p>99 Sales tax/turnover tax:</p> | <p>99.1</p> | <p>Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.</p> |
| <p>100 Statutory variations</p> | <p>100.1</p> | <p>Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual</p> |



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completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BHAGYANAGAR GAS. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BHAGYANAGAR GAS.

101 Insurance:

101.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under



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CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending



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on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

V) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employership of such vehicles.

VI) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal



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Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.



- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expenses.
- vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 Damage to Property or to any Person or any Third Party

102.1 i)

CONTRACTOR 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 in the premises of all the work of the EMPLOYER, if such

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loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

- ii) The CONTRACTOR shall take sufficient care in moving his plants, 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 plant, 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 CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The CONTRACTOR 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 acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.



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SECTION-VIII Labour Laws

- 103 Labour laws:**
- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE 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 CONTRACTOR 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. Workmen'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.



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- ix) The ENGINEER-IN-CHARGE 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 CONTRACTOR 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 CONTRACTOR 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-CONTRACTOR's. In the event of the CONTRACTOR 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 CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.
- 104 Implementation of apprentices act, 1961:**
- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.
- 105 Contractor to indemnify the employer:**
- 105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and



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expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.



ii) PAYMENT OF CLAIMS AND DAMAGES:

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub-section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all

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workers.

- 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX Applicable Laws and Settlement of Disputes

107 Arbitration:

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [Bhagyanagar Gas Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.



In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (BHAGYANAGAR GAS) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Hyderabad, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

- 107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE

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AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X Safety Codes

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

- 110.1 i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR 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 CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER-IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial

111.0 i) CONTRACTOR shall maintain first aid facilities for



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injuries:

its employees and those of its SUB-CONTRACTOR.

ii) CONTRACTOR 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 of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

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

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| 112 General rules: | 112.0 | Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately. |
| 113 Contractor's barricades: | 113.0 | <p>i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-</p> <ul style="list-style-type: none">a) Excavationsb) Hoisting Areas.c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.e) Rail Road unloading spots. <p>ii) CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.</p> <p>iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.</p> |
| 114 Scaffolding: | 114.1 | <p>i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).</p> <p>ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a</p> |



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guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.

v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 Excavation and trenching: 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench



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width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 Demolition/general safety: 116.1

- i) Before any demolition work is commenced and also during the progress of the demolition work
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
 - b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
 - c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
 - f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any



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form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
 - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is



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applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- e) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.



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In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

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| 117 Care in handling inflammable gas: | 117.1 | The CONTRACTOR 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 |
| Temporary combustible structures: | 118 | 118.1 Temporary combustible structures will not be built near or around work site. |
| 119 Precautions against fire: | 119.1 | The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site. |
| 120 Explosives: | 120.1 | Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from. |
| 121 Mines act: | 121.1 | SAFETY CODE: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR. |
| | 121.2 | Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment |



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thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

- | | | |
|---|-------|--|
| 122 Preservation of peace: | 122.1 | The CONTRACTOR shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the WORK. 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 works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR. |
| 123 Outbreak of infectious diseases: | 123.1 | The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR. |
| 124 Use of intoxicants: | 124.1 | The unauthorised sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. |

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.



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Special Conditions of Contract (SCC)

1. GENERAL DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section III "GCC – GOODS / WORKS", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III "GCC – GOODS / WORKS", the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Effective date : shall mean the date on which Contractor's obligations will commence and that will be date of issuance of Fax of Acceptance

Commissioning : shall mean completion of erection, installation, hook-up & site acceptance of Field Trial Run test of **various types of CNG COMPRESSORS packages** to Owner/ Consultant as defined in bid documents.

1.2 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

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

1.4 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 at 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.

1.5 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor 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.

1.6 The material, design, and workmanship shall satisfy the relevant Indian 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.

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

- i) Letter of Acceptance along with Statement of Agreed Variations, if any
- ii) Fax of Intent
- iii) Schedule of Rates as enclosures to Fax of Intent (If applicable)
- iv) Job Particular Specifications
- v) Drawings
- vi) Technical Material Specifications
- vii) Instruction to Bidders
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Applicable Standards as specified



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- x) Indian Standards
- xi) Other applicable Standards

1.8 It will be the Contractors responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document.

3.0 CONSTRUCTION WATER AND POWER SUPPLY

3.1 No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

4.0 COMPLETION SCHEDULE (DOMESTIC)

The time schedule envisaged for CNG RECIPROCATING COMPRESSORS shall be as under:

| Capacity of Compressors | Qty. | Time Period |
|--|----------------|---|
| MIN. AVERAGE 400 SCMH ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER COMPRESSORS | Total - 8 Nos. | The entire quantity of compressor packages are to be delivered progressively within 3 months from the date of Fax of Acceptance (FOA)/ Purchase Order (PO). i) 50% of SOR Quantities - Within 2 months from the date of FOA/PO. ii) 50% of SOR Quantities - Within 3 months from the date of FOA/PO |
| | | Erection, testing & commissioning excluding PGT & AMC within 15 days from the date of intimation by EIC through letter/E-mail. |

The basis of delivery for will be FOT site. The exact delivery location (i.e. Hyderabad, Vijayawada and Kakinada) of the compressors will be intimated before dispatch from factory after TPIA clearance.

Comprehensive annual repair & maintenance Contract for a period of 3 (three) years shall begin from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 24 months from the date of supply (on FOT site basis), whichever is earlier, and shall be as detailed in the Technical Specification and Price Schedule of the Tender document.

5.0 COMPLIANCE WITH LAWS

5.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.



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6.0 GOVERNMENT OF INDIA NOT LIABLE

6.1 It is expressly understood and agreed by and between the Contractor and the Owner/ Consultant that the Owner Consultant 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 there under. It is expressly understood and agreed that the Owner Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

7.0 LIMITATION OF LIABILITY

7.1 The final payment by the Owner/ Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/ Consultant.

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

8.0 CONTRACT PERFORMANCE GUARANTEE

8.1 Bidder shall submit Contract Performance Guarantee as per clause no. 38 of ITB in the form of irrevocable Bank Guarantee/ Demand Draft /Banker's Cheque.

9.0 SUBSEQUENT LEGISLATION

9.1 All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractors account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date shall be to the owner's account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractors account.

10.0 TAXES, DUTIES AND LEVIES SHALL BE AS PER CLAUSE NO.13 OF ITB



11. DELETED

12. DELETED

13. DELETED

14.0 DELETED

15. ISSUE OF ESSENTIALITY CERTIFICATE

| | | |
|--|---|---|
|  <p>Bhagyanagar Gas Ltd.</p> | <p>BHAGYANAGAR GAS LIMITED</p> <p>CITY GAS DISTRIBUTION PROJECT SUPPLY OF CNG RECIPROCATING COMPRESSORS</p> <p>Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508</p> |  <p>मेकॉन ISO 9001 Company</p> |
|--|---|---|

No essentiality certificate shall be issued by BGL.

16. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

16.1 Contractor agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

17. FIRM PRICE

17.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects.

18. WORKS CONTRACT

18.1 The work covered under this contract shall be treated as "Works Contract".

19. PROVIDENT FUND ACT (FOR INDIAN BIDDERS AS WELL AS INDIAN ASSOCIATE OF FOREIGN BIDDER)

19.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

20. PAYMENT TERMS AND MODE OF PAYMENT

20.1 The terms and mode of payment shall be as per SECTION – III D hereto.

21. ADDITIONAL WORKS/EXTRA WORKS

OWNER reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

22. SITE HANDOVER AND PERMITS:

The Owner shall provide to the Contractor free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor shall complete all site activities including Field Trial run, Performance Guarantee test (PGT), operation and maintenance for 3 years & handing over of system to Owner.

The Contractor shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in



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the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

23. DELETED

24. STATUTORY APPROVALS

24.1 The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

25. TESTS AND INSPECTION

25.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in Price Schedule.

26. PRICE REDUCTION SCHEDULE (PRS)

Pursuant to cl. no. 27.1 of GCC - Work, the Price reduction schedule shall be modified to the following extent:-

26.1 Further, Price Reduction Schedule for delay in completion will be applicable separately for:

- i) Part A: Supply on FOT site basis
- ii) Part B: Installation, Testing & Commissioning

26.1.1 Price reduction schedule for supply shall be applicable @1/2 (half)% on the value of undelivered/ incomplete delivered compressor package unit(s) as per complete week of delay or part thereof.

Note: Compressor package shall be considered delivered only after receipt of compressor unit on FOT site basis, complete in all respect with all required parts & accessories. Supply value of complete compressor unit shall be considered for PRS purpose.

26.1.2 Similarly, Price Reduction Schedule for Installation, Testing & Commissioning shall be applicable @1/2 (half)% on Commissioning value of incomplete compressor package unit(s) as per complete week of delay or part thereof.

26.1.3 The maximum value of PRS shall be limited to 5% (five percent) of total contract price as per Price Schedule excluding amount pertaining AMC (O&M charges), if any.

26.1.4 For PRS purpose, the above mentioned contract price shall be excluding taxes and duties.

26.2 The applicable Penalty during the Comprehensive annual repair & maintenance Contract will be as indicated in the Technical Specification of the Tender document.



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27. BONUS FOR EARLY COMPLETION

27.1 [Not Applicable.](#)

28. ORIGIN OF GOODS

28.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping document.

29. LIEN

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

30. GOVERNING LAW

30.1 Laws of India will govern the Contract and Hyderabad Courts in the State of Telangana will have exclusive jurisdiction or all matters related to Contract.

31. DEFECT LIABILITY PERIOD

31.1 The defect liability period shall be as per clause 20.0 of GCC-Works. The sub clause no. 20.1 of GCC Works shall stand modified as under:

31.2 The BIDDER/ SUPPLIER shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 24 months from the date of last supply (on FOT basis), whichever is earlier. 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 BIDDER at his own expense as deemed necessary by the ENGINEER IN CHARGE or in default, the ENGINEER IN CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the BIDDER or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

32. INSPECTION OF SUPPLY ITEMS

32.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Program from the Contractor/ Manufacturer.

32.2 The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.

32.3 Vendor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner/ Consultant.

32.4 Vendor shall also appoint third party for inspection after due acceptance from BGL/Consultant in



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writing. Approved 3rd party inspection agencies are CEIL, BVQI, DNV, MECON and Lloyd's reg/TUV/AB-Vincotee/SGS/American bureau services/ Velosi certification services/International certification services limited/BV/ Dr.Amin Controllers Pvt. Ltd. TPIA charges shall be borne by the vendor, no separate payment shall be made under any SOR item. Charges applicable shall be considered under quoted rates.

33. **DELETED**

34. **DELETED**

35. **SITE CLEANING**

35.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

36. **COORDINATION WITH OTHER AGENCIES**

36.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractors responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

37. **DELETED**

38. **DELETED**

39.0 **EXTENDED STAY COMPENSATION**

39.1 The Extended Stay Compensation (ESC) is not applicable in the instant tender.

40. **INSURANCE**

40.1 **Insurance for free issue material**

All supplies at FOB Seaport for Foreign bidder and FOT site for Indian bidder shall be considered free issue material to contractor.

Bidder shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including custom duty, CVD, Special Duty, Cess etc. as applicable) upto 15 days beyond commercial operation by purchaser or 14 months from the date of supply on FOT site basis, whichever is earlier. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Bidder to note that the beneficiary of insurance cover shall be the Owner.

Indemnity Bond to be executed by the supplier while taking custody of all supplies from owner at the time of custom clearance and transporting to site for completion his scope of work.

40.2 **Insurance in India**

40.2.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor, Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/ Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner/ Consultant against all risks as detailed herein. The form and the limit of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/ Consultant. However, irrespective



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of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract till completion of installation, testing & commissioning including PG tests shall be that of contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor.

- 40.2.2 Any loss or damage to the equipment during ocean transportation, port/ custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by Owner/ Consultant, shall be to the account of contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner/ Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner/ Consultant immediately upon the contractor having taken such insurance coverage. Contractor shall also inform the Owner/ Consultant at least 60(sixty) days in advance regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary well in time.
- 40.2.3 The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.
- 40.2.4 All costs on account of insurance liabilities covered under this contract will be to contractor's account and will be Contract Price. However Owner/ Consultant may from time to time, during the currency of the contract, ask the contractor in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.
- 40.2.5 Contractor as far as possible shall cover insurance with Indian Insurance companies, including marine insurance during ocean transportation.
- 40.2.6 Owner will be co-insured in the policy.
- 40.2.7 Contractor will be required to submit documentary proof for the transit insurance before dispatch.

41. **PERFORMANCE EVALUATION**

Contractors Performance will be evaluated from receipt of bid until completion of Works as per format attached herewith as Annexure II to ITB.

42.0 **TRAINING OF PURCHASER'S PERSONNEL**

Contractors shall train Purchaser's personnel as per the scope define in the particular Job Specifications, technical specification, Price Schedule. Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, loading, living and personnel expenses, etc. for on-site training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

43.0 **QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME**

- 43.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor.

After the award of the contract detailed quality assurance programme to be followed for the execution



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of contract under various divisions of work will be mutually discussed and agreed to.

- 43.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.
- 43.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.
- 43.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

44.0 ERECTION AND INSTALLATION

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

45.0 EVALUATION BASIS

Evaluation shall be done as per SECTION-II of Tender document.

46.0 FIELD INSPECTION

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

47.0 PROJECT SCHEDULING & MONITORING

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

47.1 ALONGWITH BID

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Invitation for bid, Section-I of Tender in all respect, from the date of issue of Fax of Acceptance.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System



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The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

47.2 AFTER THE AWARD OF CONTRACT

a) Overall Project Schedule

The Contractor shall submit within 1 week of Fax of Acceptance, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

b) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

48.0 COMPLETION OF THE FACILITIES

48.1 Purchaser will take over the Work on its Completion.

49.0 STORAGE AND PRESERVATION

49.1 Contractor shall be fully responsible for safe custody, storage and preservation for all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser at no extra cost.

In case of delay in availability of site, supplies may be stored at BGL's store and during the tenure of supplies in BGL store, responsibility for safe custody, storage and preservation shall be BGL, however, all loading/un-loading shall be in bidder's scope. Thereafter, beyond the point of receiving supplies from BGL's store and till handing over of complete facility to the purchaser, responsibility of safe custody, storage and preservation shall be of bidder.

50.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

50.1 The Contractor will strictly adhere to HSE requirements as per Technical Specifications.

51.0 DELETED

52.0 Instruction to Bidder

52.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handing, clearance at port of entry in India, inland transportation within India



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upto the designated Project Sites, all taxes, duties, levies, fees, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, re-transportation of the package from the store to the actual site/ station including transit insurance, other associated works including materials, tools/ tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, performance test, Site Acceptance Test, Trial Run and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

However in case of foreign bidders, after supplying on CIF basis, bidder shall receive compressor packages from Owner's designated store for site activities & shall handle the material on complete responsibility basis till completion of work & acceptance by owner.



- 52.2 In case of Foreign Bidder, Custom clearance, port handling & Inland forwarding of supplies from port of entry to designated stores shall be arranged by BGL.
- 52.3 The Supplier, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall insure sizing for packing of all over sized consignments in such a way that availability of carrier and/or road/rail rout is properly taken in to consideration. Supplier shall follow the packing, marketing and shipping instructions as per tender.
- 52.4 Owner shall be issuing concessional forms like Form-C or any other such forms, for availing concessional taxes/ duties by the bidder, if available.
- 52.5 The quoted price shall be deemed to be inclusive of all applicable taxes & duties till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

- 52.6 All Bidders are requested to indicate positively the division of work
- (a) To be directly undertaken by the Bidder
 - (b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall responsibility.
 - (c) A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.
- 53.0 **Overseas bidders may provide the service towards installation, configuration, testing and commissioning of various CNG COMPRESSORS in India through their Indian subsidiaries/ associates.**

Foreign Bidder because of various constraints of distance, unfamiliarity with local and lack of any established branch office in India, may quote on the basis of tie up with any Indian Sub-contractor for the activities to be undertaken in India, they may do so provided their bid is submitted on PACKAGE BASIS WITH OVERALL CONTRACTUAL RESPONSIBILITY WITH THE FOREIGN BIDDER ONLY. All payments under the contract shall however, be payable to Foreign Bidders only. Payments shall be made as per 'PAYMENT TERMS & MODE OF PAYMENT' as per APPENDIX - I TO SPECIAL CONDITION OF CONTRACT.

OR

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In case requested by overseas bidders, a separate order may be placed by M/s BHAGYANAGAR GAS LIMITED on the Indian subsidiaries/ associates of Foreign bidders towards installation, configuration, testing and commissioning of various CNG COMPRESSORS in India. However, the foreign bidder shall be fully responsible liable for the performance of its Indian subsidiaries/ associates and the performance security for entire Package (for Foreign bidder's scope and Indian bidders scope) shall be submitted by Foreign bidder as per the provision of contract. The CPBG shall be submitted in separate parts as per the currency(ies) quoted by foreign bidder.

The scope of work by Indian subsidiaries/ associates shall be as given in the tender document no. MEC/23R8/01/51/D2/T03/SU/6508 for installation, configuration, testing and commissioning of various CNG COMPRESSORS.

The foreign bidder shall submit the MOU/ Agreement indicating clear scope of work such as marine insurance, custom clearance, transportation to site etc. between foreign bidder and Indian subsidiaries/ associates, along with the signed and stamped copy of tender document, addendum/ corrigendum by Indian subsidiaries/ associates as a token of acceptance to the terms & conditions contained in the tender document / addendum/ corrigendum.

The foreign bidder shall indicate the total amount of installation, configuration, testing and commissioning of various CNG COMPRESSORS in the Price Schedule format enclosed with the tender document.

The payment shall be released as per the Section III D towards installation, configuration, testing and commissioning of various CNG COMPRESSORS only after approval of foreign bidder.

The foreign bidder shall be responsible for the entire scope of work including that of its Indian subsidiaries/ associates and the placement of order on Indian subsidiaries/ associates shall not release the foreign bidder towards their obligation to the conditions of tender document.

54.0 LOCAL CONDITION

- 54.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.
- 54.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.
- 54.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.
- 54.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.



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55.0 Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

56.0 DELETED

57.0 ARBITRATION

57.1 Clause No. 30.4 of GCC-Goods & 107.0 of GCC-Works pertaining to Arbitration shall be replaced by the following:-

57.1.1 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

57.1.2 The Employer/Consultant (BGL) shall suggest a panel of three independent and distinguished persons to the other party (Bidder/Contractor/ Supplier/Buyer as the case may be) to select any one among them to act as the sole Arbitrator.

57.1.3 In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

57.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.

57.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the **State of Telangana (India).**

57.1.7 Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

57.1.8 DISPUTE RESOLUTION

57.1.8.1 AS DETAILED IN GCC

57.2 Clause No.107.2 of GCC-Works pertaining to Arbitration shall be replaced by the following:-

FOR THE SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES (S) INTER-SE AND PUBLIC SECTOR ENTERPRISES(S) AND GOVERNMENT DEPARTMENT(S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES.

"In the event of any dispute or difference between relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the



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Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

58.0 **CUSTOM CLEARANCE ETC. For FOREIGN BIDDERS**

Foreign bidders to quote for "Engineering, Manufacture, Procurement, Testing and Supply price of all goods on CIF basis. The break-up of same is to be furnished in Price Schedule. The prices for foreign supplies (to be quoted at sl. No. of Price Schedule) shall include all the costs and duties applicable up to FOT site.

Import shall be done in the name of BHAGYANAGAR GAS LIMITED (BGL) and import duties on such goods shall be paid directly to Indian Custom Authority by BGL. The bidder shall furnish a copy of complete shipment document to BGL with the amount of Import Duties to be paid at least 15 days in advance from the "pay by date" enabling BGL to make the payment.

However, all customs clearance formalities, including payment of port levies/ charges are in the scope of bidder and shall be borne by him. The bidder shall furnish indemnity Bond equivalent to the CIF value of goods plus import duties to Purchaser before undertaking import clearance activities. The indemnity bond shall remain valid for a period of three months beyond completion period mentioned in the contract. Any delay in submitting indemnity bond and documents for payment of import duties and thus resulting in any cost/ charges to Purchaser including demurrage/ wharfage shall be to bidder's account only. Responsibility of safe custody of material while undertaking custom clearance, transportation etc. shall be with bidder only.

The import duties payable by BGL shall be limited to applicable import duties on CIF value quoted by bidder in bid. Any import duties payable over and above quoted CIF value of foreign supplies, for whatsoever reasons, shall have to be borne by the bidder.

In case a foreign bidder proposes to supply certain goods from India, the prices for such goods shall be quoted on FOT despatch point basis (including packing & forwarding) inclusive of all taxes and duties.

59.0 **INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format attached. The Indemnity Bond shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site. In case of Indian bidder & from the date of receipt of 1st consignment at Indian Port & to remain valid upto six months from the date of receipt of last consignment at port.

Indemnity Bond to be executed by the supplier latest by prior to taking custody of all supplies at the time of custom clearance and transporting to site in case of foreign bidder however, in case of Indian bidder latest by the time of despatch of supply as per format attached to General Conditions of Contract.

60.0 **RULES, REGULATIONS AND PROCEDURES**

60.1 CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.



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60.2 Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

61. **DELETED**

62.0 **ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR shall plan and execute work accordingly.

63.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

64.0 **CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES**

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

65.0 **MAKE OF MATERIAL/BOUGHT OUT ITEMS**

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

66.0 **DOCUMENTATION**

66.1 **"AS BUILT" DRAWINGS**

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the



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OWNER, the following :-

- a) One complete set of all original tracings.
- b) One complete set of full size reproducibles.
- c) One complete set of reduced size (279 mm x 432 mm) reproducible copies of all drawings.
- d) One complete set of microfilm of all original drawings.

- e) Six complete sets of reduced size (279 mm x 432 mm) prints.
- f) Six complete bound sets of Contractor's specifications including design calculations.
- g) Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments, instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
- h) Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

66.2 **Completion Document**

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

67.0 **DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS**

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ LabourLicence No. Printed thereon.
- ii) ESI/ EPF clearance certificates for the last month along with R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) Registration Certificate with GST.



68.0 **DEDUCTION AT SOURCE**

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices. Owner will release the payment to the Contractor after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

69.0 **DELIVERY BASIS**

Delivery basis is to be on FOT site basis. The exact delivery location (i.e. Hyderabad, Vijayawada and Kakinada) of the compressors will be intimated before dispatch from factory after TPIA clearance

70.0 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Fax of intent shall be treated as Null and Void. Any deviation or stipulations made

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and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

- 71.0** The OWNER may waive any minor informality or non- conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

72.0 POST ORDER CORRESPONDENCE:

Engineer-in-charge
 CGD Project
 M/s Bhagyanagar Gas Limited
 2nd Floor, APIDC Building,
 ParishramBhavan,
 Basheer Bagh, Hyderabad – 500004

73. DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, BGL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

74. Sub-letting of works

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing 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 contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

- 75.** In case of start of installation, testing & commissioning of CNG compressor package gets delayed on account of owner by more than one year from the date of delivery on site/BGL store, bidder's quoted rates (excluding GST) towards installation, testing & commissioning of CNG compressor package(s) and operation & maintenance (O&M) shall be increased by 5% per annum on annual basis subject to maximum of 10%.

- 76.** Also, in case of delay in installation, testing & commissioning of CNG compressor package beyond above limit of 10%, a joint inspection/assessment shall be done by BGL, MECON & supplier to arrive at additional cost to be incurred for restoration of the package after mutual discussions.



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SECTION – III D



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PAYMENT TERMS AND MODE OF PAYMENT



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1. TERMS OF PAYMENT

The following shall be read in conjunction with the relevant clauses of GCC (Goods/Works)

1.1 FOR SUPPLIES

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document.

1.1.1 For Indian Bidders

- A) 85% of supply value including string test as applicable will be paid progressively by Owner within 30 days against receipt of material/ equipment at site & submission of the following documents:-
- i) Invoice in triplicate (Invoice shall enable owner to claim credit of GST as applicable. Invoice also to indicate all taxes and duties separately.)
 - ii) Inspection Release note issued by inspection agency appointed by Owner.
 - iii) GR/ LR
 - iv) Packing List
 - v) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - vi) Final technical file as per Technical Specifications/ Material Requisition including all test certificates, if applicable
 - vii) A copy of Indemnity bond
 - viii) Copy of Performance Bank Guarantee(s) of 10% of Contract Value as already submitted by supplier.
 - ix) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract
- B) 5% payment: On completion of Installation, erection, alignment & commissioning of each compressor units and against submission of invoice along with CAR policy (Contractor's All Risk Policy) /EAR policy (Erection All Risk Insurance Policy) valid till commissioning, completion of PG tests and final acceptance by owner. However, if, commissioning could not be completed within 120 days after supply due to non availability of site in all respects /gas, payment against erection and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to initially remain valid for a period of 1 year after completion of 90 days; ie; 15 months from the date of FOT site (actual) basis & validity of this BG shall be extended if required, upto a further period of 14 months (over and above initial validity of BG).
- C) 10% payment: On Testing and completion of PG test of each compressor unit, all other works & final acceptance by the owner. Work completion certificate & No claim certificate are to be submitted along with final bill.

However, if the PG test is not successful (as per guaranteed parameters defined in the tender), the provision of clause no. 7.2.2 and 7.4 pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION (PART III) shall apply. In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.



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1.1.2 For Foreign Bidders

- A) 85% of supply value including string test as applicable will be paid progressively by Owner through Letter of Credit against receipt of material/ equipment at site & submission of the following documents:-
- i) Invoice in triplicate
 - ii) Inspection Release note/ Inspection certificate issued by inspection agency appointed by Owner.
 - iii) Clean Bill of Lading.
 - iv) Packing List
 - v) Country of origin certificate.
 - vi) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - vii) Bill of Entry.
 - viii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates.
 - ix) A copy of Indemnity bond
 - x) Copy of Performance Bank Guarantee of 10% of Contract Value, as already submitted.
 - xi) In case of delay in supply as on the date of receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract taking into account delay till date.
- B) 5% payment: On completion of Installation, erection, alignment & commissioning of each compressor units & against submission of invoice along with car policy/ EAR policy (Erection All Risk Insurance Policy) valid till commissioning, completion of PG tests and final acceptance by owner. However, if, commissioning could not completed within 120 days after supply due to non-availability of site in all respects/gas, payment against erection and commissioning shall be released to the successful bidder against receipt of bank guarantee of the said amount to initially remain valid for a period of 1 year after completion of 90 days; ie; 15 months from the date of FOT site (actual) & shall be extended further, if required.
- C) 10% payment: On testing and successful completion of PG test of each compressor unit, all other works & final acceptance by the owner. Work completion certificate & No claim certificate are to be submitted along with final bill.

However, if the PG test is not successful (as per guaranteed parameters defined in the tender), the provision of clause no. 7.2.2 and 7.4 pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION (PART III) shall apply.

In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

- 1.1.3 In case the Testing and PG/Field Performance Test could not be executed within 120 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner.

OR

Commissioning could not be completed within 120 days from the date of delivery of material at site due to reasons directly attributable to the owner; the balance 10% of supply value as per 1.1.1 (C) or 1.1.2 (C) shall be released after deduction against PRS clause if any and on



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submission of Bank Guarantee of equivalent amount which shall initially remain valid for a period of 1 year after completion of 120 days i.e. 16 months from the date of receipt of material on FOT site (actual) basis. Validity of this BG shall be extended, if required up to a further period of 15 months (over & above initial validity of BG);

1.2 Erection, Testing, commissioning & field performance etc.

100 % Payment on erection, testing of individual items and **successful field performance test** of the machine, completion of all works and on final acceptance by owner. In case of delay in erection and commissioning, the invoice value shall be to take care of PRS clause. In case the Testing and PG/Field Performance Test could not be executed within 120 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner, the payment shall be released on submission of Bank Guarantee of equivalent amount which shall initially remain valid for a period of 1 year after completion of 120 days i.e. 16 months from the date of receipt of material on FOT site (actual) basis. Validity of this BG shall be extended, if required up to a further period of 15 months (over & above initial validity of BG).

1.3 Annual Maintenance Service charges

1.3.1 Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.

1.3.2 The date of commercial operation as intimated by client will be considered as date of start of the annual maintenance contract. However, bidder shall be paid only 50% of O&M charge for operation and maintenance of the compressor from the date of commercial operation upto the date of performance test **as part payment against O&M** till the capacity and other guaranteed parameters of the package is established through PG test. The balance 50% of O&M charge (from the date of commercial operation upto the date of PG test) shall be released to the bidder subsequent to successful PG test (ie, after establishing all the guaranteed parameters as per tender). **Further, in case the PT is not successful, the balance 50% shall be forfeited in addition to provision of relevant clauses pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION (PART III).**

1.4 For Training of Owner's Personnel

100% after successful completion of training and against invoice duly certified by Engineer-in-charge for the actual completed maydays of training.

1.6 General Notes

- i) Invoice shall be raised on the basis of not less than one fortnight interval.
- ii) Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
- iii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to vendor's accounts.
- v) The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalise the customs



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assessment by furnishing the necessary technical information etc. to the said authorities.

- vi) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vii) No interest charges for delay in payments, if any, shall be payable by Owner.
- viii) In case of Indian bidder (Contractor), statutory variation, if any, on account of customs duty on their built-in import content, as per terms of bid document, shall be claimed separately by Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary documentary evidence in support of statutory variation shall be submitted along with claim/ invoice.

2. MODE OF PAYMENT

2.1. Indian bidders:

- 2.1.1. Payment will be released through E-payment or cheque as detailed in ITB clause 19.

2.2. Foreign bidders:

- 2.2.1. Through an irrevocable Letter of Credit (L/C) for 100% of total order value less Indian Agent's Commission / Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.
- 2.3 Within 45 days after award of order, the Bidder shall furnish a detailed "Billing schedule" separately under different heads for Owner's approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their shipment/dispatch schedule.

3. DEDUCTION AT SOURCE

- 3.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 3.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

4.0 PAYING AUTHORITY:

In-charge (Finance)
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building,
Parishram Bhavan,
Basheer Bagh, Hyderabad – 500004



BHAGYANAGAR GAS LIMITED

**CITY GAS DISTRIBUTION PROJECT AT
HYDERABAD, VIJAYAWADA AND KAKINADA**

BID DOCUMENT FOR

**CNG RECIPROCATING COMPRESSORS
(Avg. 400 SCMH BOOSTER COMPRESSOR)**

UNDER OPEN INTERNATIONAL COMPETITIVE BIDDING

Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508

PART – III OF III



**PREPARED AND ISSUED BY
MECON LIMITED**

(A Govt. of India Undertaking)
Bengaluru, India

SEPTEMBER ' 2018



Bhagyanagar Gas Ltd.

Bhagyanagar Gas Limited
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C O N T E N T

| <u>Section No.</u> | <u>Description</u> |
|---------------------------|--|
| SECTION-1 | MATERIAL REQUISITION |
| SECTION-2 | TECHNICAL SPECIFICATION FOR CNG COMPRESSOR |



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SECTION – 1

MATERIAL REQUISITION



Bhagyanagar Gas Ltd.

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PROJECT : CITY GAS DISTRIBUTION NETWORK PROJECT, HYDERABAD, VIJAYAWADA & KAKINADA .
MR NO. : MEC/MR/23R8/01/31/ 001C
Client : M/S BHAGYANAGAR GAS LIMITED, BGL
BEITEM : BOOSTER COMPRESSOR

| Item | Description | Qty. | Destination/Remarks |
|--------------------------------------|--|--------|--|
| HYDRAULIC BOOSTER COMPRESSORS | | | |
| 1 | Design, Engineering, Manufacturing and Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's site /store at Hyderabad, Vijayawada & Kakinada, re-transportation of the package from the stores to actual station/site of daughter booster stations, of skid mounted electric motor driven hydraulic CNG Compressor Package along with special tools & tackles of min. Average flow 400 SCMH capacity at suction pressure of 30 to 225 kg/cm ² (g) and discharge pressure 250 kg/cm ² (g) with 22 KW electric motor complete with electric , control cables & 4 nos. of ESDs . | 8 Nos. | Hyderabad, Vijayawada and Kakinada Geographical area |
| 2 | Design, Engineering, Manufacturing, Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's store/site at Hyderabad, Vijayawada & Kakinada, re-transportation of the package from the store o actual station/site at daughter booster stations, of air compressor of capacity approx 1.5 kW, discharge pressure approx. 7 kg/cm ² (g) , 100 water litre capacity air receiver and air dryer along with all accessories and auxiliaries. (Note : Bidder shall note that item 3.2 shall be installed in the same enclosure of 3.1 and may quote separately or include the same in 1.1 above) | 8 Nos. | |
| 3 | String test of complete compressor package with air/nitrogen/gas along with electric motor and accessories at packagers' factory | 8 Nos. | |
| 4 | Installation, commissioning & field performance test of Compressor Package at site. | 8 Nos. | |
| 5 | Lump sum Annual operation, Repair & maintenance charges per Compressor Package including air compressor for 1 st year warrantee period inclusive of all manpower, spare and lubricant, etc. excluding maintenance which is already covered under warrenty during warrenty period. | 8 Nos. | |
| 6 | Lump sum Annual operation ,Repair & comprehensive maintenance charges per | 8 Nos. | |



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| | | | |
|---|---|---------|---|
| | Compressor Package including air compressor for second year i.e. after first year of warranty period inclusive of all manpower, spare parts and lubricant, etc | | |
| 7 | Lump sum Annual operation ,Repair & comprehensive maintenance charges per Compressor Package including air compressor for third year i.e. i.e. after first year of warranty period and second year of ARMC(Comphrensive annual repair & maintenance) inclusive of all manpower, spare parts and lubricant, etc | 8 Nos. | 0 |
| 8 | One week Training of 4 persons (2 supervisors + 2 operators) at packager's workshop covering the equipment constructional features, operational and maintenance procedures etc. (To be quoted seperately) Note: The travelling, boarding and lodging of Purchaser's engineers shall be borne by PURCHASER. | Lumpsum | |
| OPTIONAL ITEMS (NOT TO BE CONSIDERED FOR EVALUATION) | | | |
| 9 | Mandatory Spares recommended by bidder (Price of individual items is to be indicated) | 01 | |

Notes:

1. Cost of air Compressor installation and O&M shall also be included in above relevant heads.
2. Evaluation Basis : As Per Section -II of Part-I



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SECTION – 2

TECHNICAL SPECIFICATION
FOR
ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER
COMPRESSORS



MECON LIMITED

BENGALURU



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1.0 GENERAL

M/s Bhagyanagar Gas Limited (BGL), a Joint venture company of company of M/s GAIL (India) Limited and M/s. Hindustan Petroleum Corporation Limited, is engaged in development of CNG (Compressed Natural Gas) as fuel to commercial & private vehicles through filling stations in the automobile sector & PNG (piped Natural Gas) to Industrial, household, commercial sector through City Gas Distribution Networks (CGDN) at different Geographical Areas in the country. PNGRB has awarded to BGL the work of development of City Gas Distribution Network for Andhra Pradesh Geographical Area (GA) comprising of Hyderabad, Vijayawada & Kakinada Urban and Rural Districts covering 4400 sq km in the state of Andhra Pradesh for distribution of CNG and PNG to various consumer segments. Presently, BGL Limited is planning to implement CNG & City Gas Distribution Network (CGDN) to supply Natural Gas to domestic, commercial, industrial and automobile consumers distributed over the Geographical Area (GA) of Hyderabad, Vijayawada & Kakinada city.

1.1 Scope of work

This specification along with applicable codes as referred, describe the minimum requirements for design, engineering, manufacturing, assembly, string testing with air/nitrogen/gas, packaging, supply including forwarding, insurance, custom clearance, handling and unloading at port and delivery & unloading at BGL store /site, re-transportation of the compressor from store to actual site/station in Hyderabad, Vijayawada & Kakinada (Exact location shall be intimated before dispatch from factory after TPIA's clearance) as applicable to the bidders as per price schedule and special conditions of contract, erection, testing, commissioning, Field performance test of Compressor Package including air compressor and auxiliaries at site, three years O&M (one year O&M service during warrantee period & two years O&M service post warrantee period) of " 22 KW ELECTRIC MOTOR DRIVEN BOOSTER GAS COMPRESSOR PACKAGES AS INDICATED IN THE MR TABLE " for inlet pressure of 30 kg/cm² (g) with discharge pr. 250 kg/cm² (g) (variable suction pressure range 30 to 225 kg/cm² (g))" as required for dispensing CNG to vehicles at various daughter booster station locations in Hyderabad, Vijayawada & Kakinada. The Compressor Packages shall be identical in all technical respects. Various parts of this specification shall be read in conjunction with each other and in case where the different parts of this specification differs the more stringent requirement shall govern.

Any additional work/equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification and for safe and proper operation, shall be deemed to be included in the scope of work by the Bidder .

1.2 Codes & Standards

The design, construction, manufacture, supply, testing and other general requirements of the compressor package equipment shall be strictly in accordance with the data sheets, applicable API codes, and shall comply fully with relevant National/ International standards, Indian Electricity Act, Indian Electricity Rules, regulations of Insurance Association of India and Factories Act while carrying out work as per this specification.



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Any modification suggested by the statutory bodies either during drawing approval or during inspection, if any, shall be carried out by the bidder without any additional cost and delivery implications.

The following codes and standards (versions/ revisions valid on the date of order) are referenced to & made part of specification:

- API-11P, Second edition ,API 618
- NFPA-37, OISD 179, NFPA-52: 2006,NFPA -496, NFPA -68, NFPA-70
- ANSI, ASTM, NEC, NEMA
- Indian Electricity Rules, Indian Explosives Act.

1.3 Climatic conditions

A. HYDERABAD

- Minimum ambient temperaure : 5Deg.C
- Maximum ambient temperaure : 50 Deg.C
- Relative Humidity : 94% Max.
- Altitude above mean sea level : 100-601m
- Wind velocity

B. VIJAYAWADA

- Minimum ambient temperaure : 4 Deg.C
- Maximum ambient temperaure : 50 Deg.C
- Relative Humidity : 90% Max.
- Altitude above mean sea level : 100-540m
- Wind velocity

C. KAKINADA

- Minimum ambient temperaure : 5 Deg.C
- Maximum ambient temperaure : 45 Deg.C
- Relative Humidity : 95% Max., Non condensing
- Altitude above mean sea level : 2-100m
- Wind velocity :120km/hr

1.4 Precedence

In case of any conflict among the various documents of this requisition the following preferential order shall govern:

- a. Data sheets/drawings
- b. This Technical Specification
- c. Indian Standards / codes applicable
- d. International standards/codes as applicable

Compliance with this specification shall not relieve the Bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions.

No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall normally be accepted and offers not in compliance to the same shall be rejected summarily. In case a deviation is required due to inherent



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design of the equipment offered, the Bidder shall list all such deviations at one place giving reasons thereon.

1.5 DOCUMENTS/DATA REQUIRED ALONG WITH BID

Bidder shall necessarily furnish the following along with the bid without which the offer shall be considered incomplete:

- a. Checklist duly filled in with regards to scope of supply
- b. Deviations if any to this Technical Specification
- c. Tentative Lay out / key plan/ General Arrangement indicating size of skids, center distance between skids and space required along with maintenance requirements
- d. (a) Utilities requirements (b) Electrical Load summary

1.6 SCOPE OF SERVICES

- a. Engineering, design and manufacturing.
- b. Procurement of raw materials etc. from sub-vendors.
- c. Preparation of documentation for design approval by Purchaser/consultant.
- d. Inspection and testing as per T.S.
- e. Surface preparation, protective coating and painting as per T.S.
- f. Packaging for transportation to site and supply.
- g. Erection testing & commissioning as per T.S.
- h. Performance test at site.
- i. Post commissioning annual maintenance for three years with manpower, all spares and consumables.

1.7 SCOPE OF SUPPLY FOR EACH COMPRESSOR PACKAGE

Each compressor Package shall be complete with:

- i. Hydraulic booster with lube oil system and cooling system as required.
- ii. Electric motor as compressor driver.
- iii. Instrumentation and control system as specified in the tender.
- iv. 4 nos. of ESDs (01 no. on compressor panel, 01 no. on compressor enclosure, 01 no.CNG chain link fencing and 01 no.near dispenser shall be provided.
- v. Electrical equipment / Instruments being requested in the Compressor package.
- vi. Separate junction boxes for different type of signals like analog, digital signals, alarm, shutdowns, and thermocouples, RTDs etc. for interfacing to local panel as per requirement.
- vii. To cater to the normal power supply requirement of the compressor, one number of 415 Volt ($\pm 10\%$) 3-phases 4 Wire, 50 Hz ($\pm 5\%$) shall be provided by Owner in PDB. **Bidder shall indicate power/ Feeder (KW/Amp) requirement in the offer. Supply, Laying & termination of the cable from the outgoing terminal of PDB and further distribution is in the scope of bidder.**



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- viii. To cater to the power requirement of the compressor for PLC based control panel, one number of UPS (240 \pm 1 % V, 50 \pm 1 % Hz) (feeder in UPS ACDB) shall be provided by Owner. Supply, Laying & termination of Incoming cable from ACDB to Booster Compressor and further downward distribution is in the scope of the Bidder **Bidder shall indicate power/ feeder (KW/Amp) requirement in the offer.** Surge protection devices of approved make shall be provided in the control panel.
- ix. Supply, Laying and Termination of following cables including all erection accessories like Lugs, Glands etc is included in the scope of Bidder:-
- Cables from PDB to compressor skid (approximate distance of PDB from compressor skid shall be considered as 75 meter).
 - Cables from compressor to hooter and upto ESD push button in control room (Length shall be considered as 75 meter).
 - Cables from compressor to ESD push button near dispenser (Length shall be considered as 200 meter).
 - Cables from compressor to ESD push button near Chain link fencing (Length shall be considered as 50 meter).
 - Cables from CO₂ flooding system to Compressor (Length shall be considered as 30 meter).
 - Cables from ACDB to compressor skid for PLC based control panel (Length shall be considered as 100 meter).
 - Cables from manual switch/call point of CO₂ flooding system (located in control room) to compressor skid. (Length shall be considered as 75 meter).
 - Suitable arrangement like cable trays, conduits etc shall be used for laying the cable.
- x. One number of dedicated Electronic earth pit shall be provided for the PLC based control panel of Booster compressor at a distance of 5 meters from the compressor by Owner. However cabling from the pit to the PLC based control panel and further distribution is in the scope of Bidder. In case of Relay based panel no dedicated earth pit will be provided for the panel. For earthing of the relay based panel, body of the compressor and other components, an earth grid will be provided at a distance of 5 meter from the compressor package. Cabling from the grid to the panel and the body of the compressor shall be done through GI strip of 25X3 mm/cable of 1Cx10 sq.mm, Copper conductor including all accessories like lugs, glands etc and is included in the scope of Bidder.
- xi. Common structural steel skid for the compressor- electric motor and for all auxiliary systems.
- xii. Structural supports within the compressor package for all piping, electrical and instruments etc



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- xiii. Inter-stage and discharge gas, air cooled heat exchangers
- xiv. Priority Panel at Package Discharge as per Priority fill system
- xv. All interconnecting oil, gas, water, air piping within the compressor package.
- xvi. Impulse and pneumatic piping/Tubing for all valves, fittings as specified & required for mounting the instruments.
- xvii. NRV as required for smooth operation.
- xviii. Y- type strainers, valves, sight flow indicators, check valves, manual drain/traps etc. as required for various auxiliary systems i.e. lubrication system, cooling water systems etc.
- xix. Coupling/V-belt/pulleys.
- xx. Single Acoustic enclosure for both Compressor and electric motor as specified with one number IR L.E.L detectors and one UV/IR detectors in enclosure.
- xxi. The provision for overhead mounting of cascade {3000 water liter capacity (45 cylinders of 75WL each) with approximate weight of 9 tons} should be there & same should be of enough strength having working space and with ladder arrangement. However Cascade supply and its Mounting on the structure shall be in the scope of purchaser. Structure Stability compliance Certificate of the unit from bidder where cascade will be mounted to be submitted during detail engineering.
- xxii. CO₂ extinguishing system consisting of two cylinders, explosion-proof fittings, piping and valves.
- xxiii. Inlet and outlet manual isolating valves.
- xxiv. Complete Erection, Testing & Commissioning of compressor packages.
- xxv. Piping from CO₂ cylinders up to enclosures is in the scope of bidder (approximate distance of CO₂ flooding system from compressor skid shall be considered as 5 meter & 10m piping along with fittings shall be considered).
- xxvi. Special tools & tackles (list of tools & tackles to be furnished by the bidder separately)
- xxvii. Comprehensive Annual O&M for three years (one year during warranty period and two years post warranty period) with spares, consumables, man power, coolant and lubricants except electricity.

1.8 Exclusions

The following are excluded from the scope of the Bidder:

- a. All civil works and foundation design. However the Bidder shall furnish all the relevant data for design of pedestal/ foundation. Grouting of equipment on the foundation including supply of material with foundation bolts is a part of erection and is included in the scope of bidders's work.
- b. CNG storage cascade & CNG Dispenser.



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1.9 Safety

- 1.9.1** All controls shall operate in a fail-safe mode i.e. failure of any control shall not lead to running of equipment in unsafe mode. Fail-safe control shall be available through hardware for all trips and also in software if PLC is used for controlling.
- 1.9.2 Area Classification :** The hazardous area classification Class-I, Division I, Group D as per NEC or Zone I, Group II A/ II B as per IS/ IEC. Certificate from recognized agency to the effect that equipment supplied and/or installed conform to above area classification. All Devices shall meet the requirement for the specified area classification in which they are installed, including instrumentation leads.
- 1.9.3** All exposed rotating parts shall be provided with adequate guards of non-sparking type.
- 1.9.4** Drive belt if used shall be of fire retardant and anti-static type.
- 1.9.5** Piping shall be arranged in a manner so as to provide clear headroom and accessibility within the package. Adequate clearances shall be provided for all the engineered components for O&M point of view.
- 1.9.6** Package enclosures shall have one IR-L.E.L detector and one Ultra Violet (UV/IR) fire detector in each enclosure to cover the enclosures effectively.
- 1.9.7** All material used in the package shall be flame retardant.
- 1.9.8** Relief Valves shall be provided at suction and discharge and each inter stages of compressor with setting as per cl. 11.18.5 of ISO 13631:2002 with R.V. venting as per cl. 11.18.6 of ISO 13631:2002. All shall be vented to common relief valve header
- 1.9.9 CO₂ flooding system:**
The package shall be protected by automatically operated CO₂ flooding system designed as per NFPA-12 which should have minimum following features: -
- 1.9.9.1** Minimum one no. Gas Detector IR type which have self check function to generate fault alarm and have 4 to 20 mA transmitter for 0 to 100% LEL shall be provided . Bidder shall provide suitable comparator like trip amplifier of MTL/phoenix /P&F make to generate alarm signal at 20 % LEL and trip signal at 50% LEL. Indication lamp shall be provided for fault, alarm and trip signal in LCP.
- 1.9.9.2** Flame detector (UV-IR type) with self-check function and transmitter, alarm on detection of flame shall be provided. Package should have at least one no. flame detectors. self check function to generate fault alarm and trip alarm in case of flame detection. Indication lamp shall be provided for fault and trip signal in LCP.
- 1.9.9.3** CO₂ flooding system shall consist of 2 nos. of min 45 kg CO₂ cylinders. However size of the cylinder shall be as per compressor enclosure size. The bidder shall submit necessary calculation during detailed engineering. One cylinder will act as main cylinder & other as stand by, which shall have identical arrangement and connected to the system. The cylinders shall be protected from weather and direct sunrays as per Gas Cylinder Rules, 2016. Cylinders shall be fitted with actuated Valves, Solenoid valves, pressure switch etc. for automatic actuation. Control philosophy shall be such that in case main cylinder fails the standby cylinder shall



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discharge automatically. For this the vendor shall provide suitable device such as pressure switch to detect the failure of main cylinders failure. One manual switch / call point shall be provided to operate the CO₂ cylinder from remote control room. Pull down lever/ Manual Valve shall be provided for manual operation of CO₂ System shall be provided.

- 1.9.9.4 FRLS (Fire resistant low smoke) cables shall be used for the wiring of the system.
- 1.9.9.5 Interlock of CO₂ Flooding system with compressor as per following sequence: -
 - a. Compressor shall trip on detection of gas at preset level.
 - b. Compressor shall trip on detection of flame at preset level and automatic discharge of CO₂ gas shall take place from the cylinder.
 - c. Maintenance Override Switch shall be provided to keep the system off during maintenance.
 - d. Compressor shall not start if the CO₂ Flooding System is faulty, not working, switched OFF during maintenance etc.
- 1.9.9.6 One blinking aviation lamp shall be provided at top of compressor canopy suitable for hazardous area for fire indication.
- 1.9.9.7 CO₂ Cylinders shall be provided outside the package at a safe place, where it is not exposed to fire in case of fire in the compressor. CO₂ Cylinders shall be provided with explosion-proof fittings.
- 1.9.9.8 All installation shall be compatible for hazardous area Class 1, Division 1, Group-D for Methane Gas.
- 1.9.9.9 Technical specifications, Operation and Maintenance Manual, CCOE Certificate/ Approval/ Manufacturing certificates for cylinders and cylinder valves, gas detectors, flame detectors, solenoid valves etc. shall be furnished by the supplier along with system. Software and hardware, calibration procedure shall be provided by the supplier along with the supply sufficient enough to handle the system independently.
- 1.9.9.10 System shall be tested by the supplier after commissioning at site by creating fire signal and actual discharge of CO₂ Gas from the Cylinders. The cylinders have to be refilled by the vendor at no extra cost to purchaser after testing. If the system fails during testing, subsequent testing and refilling would be at vendor's cost.
- 1.9.9.11 Warning and Operating instructions to be displayed at equipments as per the statutory/ safety regulations.

2.0 UTILITIES & BATTERY LIMITS

2.1 Utilities

- 2.1.1 Bidder shall make his own provision for Instrument air with an electric motor driven air compressor, receiver and air dryer system.
- 2.1.2 Air compressor with discharge pressure of 7 kg/cm²(g) suitable for 1.5 KW Flame proof electric motor rating with dryer shall be supplied by the bidder. Compressor to be supplied should be preferably of IR/KPCL/Elgi/CP make; air receiver of min. 100 water liter capacities shall be provided. Air dryer suitable for automatic operation shall also be supplied along with all accessories. Piping, electrical & instrumentation cabling shall be in bidder's scope as per the. Necessary FR unit shall be provided



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as per requirement. Manual drains and automatic moisture traps shall be provided in the system. Air receiver shall be provided with SRV, pressure switch, pressure gauge and drains. Pressure switch and pressure gauge shall have isolation valve. Air dryer shall be with bypass arrangement. The air compressor and its auxiliaries shall be located inside the main compressor acoustic enclosure only.

- 2.1.3** Tapping from air receiver and dryer shall be provided as follows;
- For dispenser: One ½” tapping with isolation valve from air receiver and the same shall be left outside the package with plug for ease of connection of the dispenser tubing if required by client.
 - For booster compressor: One ½” tapping with isolation valve from air receivers.
- 2.1.4** Cooling water is not available as utility and the package shall be provided with self sufficient cooling water system for Compressor, as required, with make up tank. However cooling water for make up tank is available.
- 2.1.5** All electrical and instrumentation terminals shall be as specified.
- 2.1.6** Electric power shall be made available by Owner as described in the scope of supply.
- 2.2 Battery limits**
- 2.2.1** All customer interface connections, gas Inlet shall be brought out to the package edge and terminated with ¾” pipe OD. Discharge connection shall be terminated with ¾” pipe OD outside the package.
- 2.2.2** As and where specified on the data sheets, all vents (i.e. Relief valve) shall be manifolded and terminated at skid edge outside the enclosure and vented to safe height of 2.5 m at package roof.
- 2.2.3** All drains from different process equipment shall be manifolded and terminated as single point for customer interface duly flanged with isolation valve.
- 2.2.4** The Bidder work shall commence from Outgoing terminals of PDB (PDB is in the scope of Owner) .Downstream distribution arrangement from the PDB to the Booster Compressor is in the scope of Bidder.
- 2.2.5** The Bidder work shall commence from Outgoing terminals of ACDB (ACDB is in the scope of Owner) .Downstream distribution arrangement from the ACDB to the Booster Compressor is in the scope of Bidder.
- 2.2.6** The Bidder work shall commence from the cabling from electronic earth pit & Earth Grid at a distance of 5 meter from the compressor package. Downstream distribution is in the scope of Bidder.
- 3.0 EQUIPMENT QUALIFICATION CRITERIA**
- The hydraulic gas booster Compressor model offered shall be from the existing regular manufacturing range of the Gas Compressor manufacturer. At least one identical or higher capacity hydraulic gas booster compressors must have been manufactured, tested and supplied from the proposed manufacturing plant in the last seven years from bid due date. The compressor supplied must have been operating satisfactorily in the CNG field for a period of 8000 hours each as on the bid due date.



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4.0 BASIC DESIGN CRITERIA

- 4.1** Following specification is intended to give the bidder, the technical and operating conditions the compressor must fulfill. Compressor shall be hydraulic booster type suitable for variable suction pressure.
- 4.2** The bidder shall meet all applicable statutory codes, national law and local regulation for safety and environment protection.
- 4.3** The offered compressors shall be suitable for handling the natural gas having the following composition properties at Hyderabad, Vijayawada & Kakinada :-

| SI.NO. | COMPONENET | At Hyderabad (in Mole) | At Viajayawada (in Mole) | At Kakinada (in Mole) |
|--------|---|---------------------------|-----------------------------|--------------------------|
| 1 | Methane (C ₁) | 94.6561 | 92.0259 | 94.4090 |
| 2 | Ethane (C ₂) | 2.3547 | 2.2642 | 1.9644 |
| 3 | Propane (C ₃) | 1.0458 | 2.2605 | 1.3695 |
| 4 | i-Butane (iC ₄) | 0.2135 | 0.2893 | 0.2630 |
| 5 | n-Butane (nC ₄) | 0.3223 | 0.3574 | 0.3691 |
| 5 | i-pentane (iC ₅) | 0.1427 | 0.114 | 0.1156 |
| 6 | n-pentane (nC ₅) | 0.1414 | 0.095 | 0.1015 |
| 7 | Hexane + (C ₆ ⁺) | 0.2199 | 0.148 | 0.2217 |
| 8 | Nltrogen (N ₂) | 0.3505 | 0.1465 | 0.1986 |
| 9 | Carbon Di Oxide (CO ₂) | 0.5502 | 2.1392 | 0.9975 |



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- 4.4** Offered package₁ shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, control panel safety and control devices and other accessories required for automatic and safe operation of the system. The supply shall include all interconnecting piping/tubing/cables. Cooling system shall be of closed circuit type. Ultimate cooling shall be by air only.
- 4.5** The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank pressure in dispenser falls below 225 kg/cm²g and stop once the pressure in all three banks reaches to 250 kg/cm²g.
- 4.6** Compressor shall be suitable for continuously variable suction pressure from 200 kg/cm²g to 30 kg/cm²g, supplied through LCV mounted CNG storage cascade.
- 4.7** Compressor shall be suitable for discharge pressure of 250 kg/cm²g corresponding to suction of 225 kg/cm²g to 30 kg/cm²g.
- 4.8** Compressor shall be designed to ensure flow capacity as indicated in data sheet.
- 4.9 Cooling System**
- 4.9.1 Compressor Cylinder**
- Compressor cylinders may be air-cooled or water-cooled. The CW shall be cooled by an air-cooled heat exchanger.
- 4.9.2 Inter / After Gas Coolers**
- Water or Air-cooled inter-stage and final stage discharge coolers shall be provided which shall limit the gas temperature after the after cooler to 50°C. For calculating the surface area of the air cooler the ambient air temperature of 42 °C and 80% RH shall be considered. Cooler design shall be on the basis of 20% extra load corresponding to max severe operating conditions based on the thermal duty. Gas coolers shall be designed as per API-661 requirements.
- For cooling of the Heat Exchangers, a cooling fan to be provided.
- Cooling system to be preferably installed on same skid along with compressor due to space constraints. Bidder shall submit cooler sizing calculation for review.
- 4.10 Enclosure of CNG Compressor Package**
- 4.10.1** The maximum allowed temperature within the enclosure shall be 5°C above ambient temperature. Adequate ventilation fans shall be provided to meet the above and also to account for heat dissipation of the coolers. In case heat exchanger fan is compressor shaft driven, the same can not be utilized as ventilation fan.
- 4.10.2** The compressor package shall consist of single enclosure for Compressor and Electric Motor. The equipment shall be mounted on one common skid. The Enclosure to restrict maximum noise level to 70 dB(A) at 1 meter from the enclosure.
- 4.10.3** Enclosures shall be weather proof with manufacturer's compliance to degree of protection equivalent to IP 54 as defined in AS 1939, provided with ventilation system.
- 4.10.4** The enclosures shall have doors for normal access for ease of maintenance.



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- 4.10.5** All the pressure, temperature coolant temperature, coolant level indicators shall be shall be mounted on gauge panel which is visible from outside.
- 4.10.6** Enclosures shall have internal flame proof lighting arrangement.
- 4.10.7** The Compressor shall be located inside an acoustic enclosure. All Coolers, Cooling System, lubrication system along with interconnecting piping shall be inside an enclosure. Enough headroom shall be made available for easy access and maintenance of all equipment.
- a. Components such as pressure gauges, temperature , pressure switches, filter automatic ball valves, safety valves etc., which require in-situ adjustment, maintenance and reading, shall be easily accessible.
 - b. Conduits and tubing shall be arranged in orderly and systematic manner and shall be routed neatly to enter the back of display or monitoring panels.
 - c. Routine service item such as, but not limited to, hydraulic oil filters, inlet and outlets gas filters shall be located to facilitate easy one-man servicing.
 - d. One person should be able to access hydraulic oil inlet and drains to allow addition or drainage of oil without removing panels or adjacent components and without the need of the pump.
 - e. Items which must be operated & monitored during operation shall be readily accessible without opening the door.
 - f. Suitable gradients shall be provided on the enclosure roof for rain drainage and to avoid water pockets.
- 4.11 Piping**
- 4.11.1** All gas piping shall be designed, fabricated & tested in accordance with ANSI B 31.3 and shall be SS 316 material upto 1” size. Above 1” size the CS pipe material with welding & flanged joints is acceptable.
- 4.11.2** All rigid piping, tubing & other components of compressor package shall be designed for full range of pressure & temp and loading to which they may be subjected with a factor of safety of at least 4 based on minimum specified tensile strength at specified ambient temperature.
- 4.11.3** The instrument air tubing material shall be SS 304.
- 4.11.4** All high-pressure double ferrule fitting and valves shall be shall be S.S. material only. Material of tube shall also be SS316 as per ASTM A269.
- 4.11.5** External drain & vent piping shall be Carbon Steel and not less than 1" nominal size. However, all the internal drains shall be SS 300 series material.
- 4.11.6** Ethyl Mercaptane dosing is envisaged hence all materials coming in contact with gas shall be compatible to such gas with Ethyle Mercaptane dosing and be of compressor manufacture's standard. The use of SA 515 material is prohibited.
- 4.11.7** GI heavy duty / painted CS pipe from CO₂ flooding system to nozzles shall be in supplier's scope



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4.11.8 The ingress of oil into CNG adversely affects vehicle emission and storage system. Hence in case of lubricated cylinders vendor shall supply a proven, maintenance free oil removal system with automatic and manual drain after after-cooler to remove oil from compressed gas. The offered oil mist removal system shall restrict the oil less than 1 PPM in discharge of compressor

4.11.9 PP support shall be used for all tubes.

5.0 ELECTRICS

5.1 Starter/Control Panel/ Control philosophy

All electrical / instrument item shall be suitable for the following:

Power supply for electric control panel: 230 V AC however bidder to note that all electric / electronic components of compressor shall be capable of with standby voltage fluctuation with $\pm 10\%$ of rated voltage (230 V AC). In case card / component are not capable for with standing above voltage fluctuates, the scope of supply of compressor package shall include UPS / voltage stabilizer / voltage conditioner, surge protection, etc. All electrical equipment shall be designed for temperature of 45°C.

Power supply for local control panel :

- Same as Power supply for electric control panel.
- 24 V DC power for gas detector flame detector, etc. AC to DC converter shall be provide with surge protector, if required.

5.1.1 The compressor package control system shall be so designed that the first item to go into trip condition shall lock out to indicate the cause of trip though the cause of trip may have disappeared. The lock out condition shall be manually reset. Compressor Package shall be provided with either micro PLC based LCP or relay based LCP. All the interlocking, monitoring and controlling of the booster compressor shall be done through digital signal only by providing either PLC or relay. If PLC is used, hardware shall be in accordance with IEC-61131-2 and programme shall be made only in ladder diagram. Bidder provides one set of licensed software (window XP/2000 based) both configured to access PLC

Following push button / switch shall be provided :

- Emergency stop
- Start / Stop
- Fault accept
- Fault reset
- CO₂ cylinder by pass
- Test button for lamp & hooter

Panel provided with following indication lamps :

- All process alarm trip.
- Indication for filling sequence.
- Compressor/motor running.



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- d. Power supply ON
- e. Gas Detector Alarm
- f. Gas Detector Trip
- g. UV/IR Detector Alarm.
- h. UV/IR Detector Trip.

All solenoid coils, power contactors etc. shall have operating voltage of 230 V AC, and 50 Hz. For any other Voltage requirements, it will be in bidder's scope.

- 5.1.2** Motor shall be TEFC squirrel cage type in standard frame size as per IS/IEC rated for continuous duty with high efficiency i.e IE2 or better and designed for star/delta starting. Motors shall be suitable for starting under specified load conditions with 75% of rated voltage at the terminals. Motor torque shall be compatible with speed torque curve of compressor. Motor windings shall be class 'F' insulated with temperature rise limited to class 'B'. Minimum degree of protection of motor enclosure shall be IP55 as per IS. Motors for use in hazardous areas shall have protection Ex (d) as per area classification.
- 5.1.3** The motor name plate rating (exclusive of service factor) shall be minimum 110% of the greatest HP required under any of the specification operating conditions. All motors shall be tested in accordance with IS/IEC.
- 5.1.4** Each motor shall compulsorily be protected with thermal-magnetic over current relay.

The electrical power supply distributions panels, switchgear panels and starter panels shall be skid mounted construction, **explosion proof** suitable for installation within the compressor skid.. There shall be FLP push button panel available at the compressor skid. The switchgear shall have one incomer and adequate number of outgoing feeders. All explosion proof panels and FLP push button shall be CMRS/ PESO certified. The incomers shall be provided with suitably rated MCCB, energy meter, Phase reversal Relay, and hour meter. Motor feeders shall be provided with MCCB/MPCB, contactors (AC-3 duty), bi-metal relay, earth leakage relays for rating above 5.5KW, indication lamps for Start/Stop/Trip, etc. Adequate number of MCB feeders for control and lighting shall be provided. Separate Suitable rated 415/230V Control transformer shall be considered in order to supply control supply and illumination to the panel. MCCB/MPCB shall be considered as the incomer for the transformer and DP MCB at the outgoing of the transformer. Supplier shall furnish single line diagram of the panel after award of the contract. Fuseless design shall be considered for the panel.

- 5.1.5** There shall be a minimum clearance of 30 mm between the two power contractors. Indication lamp for start, stop & trip etc shall be provided.
- 5.1.6** The compressor panel shall have phase reversal relay to detect the electrical supply phase sequence and trip the compressor on wrong phase sequence.
- 5.1.7** Supplier shall make provisions for earthing of the complete package as required as per IS. All electrics shall comply with latest IS/IEC. Epoxy based paints shall be applied on all electrical equipments. Supplier's scope shall include obtaining statutory approvals for the complete package, wherever necessary. All hardware used for earthing systems shall be hot dip galvanized or Zinc passivated.



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5.1.8 Earthing: Metallic part of all equipment not intended to be alive shall be connected to earth as per provisions of IS: 3043/IEC recommendation. Grounding of all electronics shall be separately connected to earth using insulated copper wire. Grounding of electronic equipment shall not be connected to earthing for electrics or equi-potential bonding.

5.1.9 Pre-lubricated sealed bearings for all motors may be considered provided a full guarantee is given for 4 to 5 years of trouble – free service without necessity of re-lubrication.

5.2 Emergency shut down devices

The emergency shut down (ESD) system is also in scope of vendor. This shall be in accordance with OISD-179:2016. A fail-safe system shall be designed and incorporated to stop compressor, isolate the compressor suction and cut off power supply on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. ESD shall activate either on pressing emergency push button (red button) or on fire detection. Red button (4nos) shall be located near dispenser, compressor panel , at compressor enclosure & CNG chain link fencing.

5.3 Electric Motor And Drive Arrangement

5.3.1 Electric motors

- a) Type of drive: Totally enclosed fan ventilated (TEFC) high efficiency as per IS:4691,1985, IS :12615:2011, IS: 2148 and other relevant IS
- b) Protection Flame proof & weatherproof enclosure-IP 55
- c) Insulation Class “F” with Class “B” temperature rise
- d) Mounting Horizontal foot mounting
- e) Specification Standard IS:4691,1985, IS :12615:2011, IS: 2148
- f) Supply Voltage (assumed) 415 ± 10% volt, 3 phases, 50 ± 5%Hz
- g) Synchronous Speed By Bidder
- h) Motor rating By Bidder
- i) Motor efficiency % Bidder(IE2)
- j) Power factor By Bidder
- k) Speed of motors By Bidder
- l) Nos. of hot starts of motors 4 per hours
- m) Coupling type By Bidder
- n) Torque-Speed curve By Bidder
- o) Starting Torque-Current with curve load and no load By Bidder

5.3.2 Motor accessories(If applicable)

- a) Compressor grooved flywheel
- b) Motor grooved drive pulley
- c) Drive v- belts
- d) Flexible coupling for direct drive
- e) Drive guard
- f) Adjustable motor slide rails for v- belt tensioning be used.

5.4 Preferred makes shall be as follows:



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| Sl.No. | Item description | Preferred Makes |
|--------|--|---|
| 1. | Soft Starter | Siemens/ABB/Rockwell/Schneider |
| 2. | FLP motors | ABB / Compton Greaves / Kirloskar / Siemens / Bharat Bijlee/Weg/Marelli/LHP |
| 3. | FLP Switchgear, FLP boxes, Cubicles | Baliga/ FCG/ FPE / Flexpro/Sudhir. |
| 4. | Switches/fuses/contactors | L & T/ GEC/ Siemens/ Schneider |
| 5. | Push Button | L & T/ Vaisno/ Technik |
| 6. | MCCB | Siemens/ Legrand/ Schneider |
| 7. | PLC | Rockwell Automation/ GE Fanuc/ Siemens/ Allen Bradley / L&T/Telemechnique/ Schneider |
| 8. | IR Gas detectors | General Monitors / Crowcon / Honeywell / Sieger / Detronics/ Khrome Schroder / Net safety(Emerson)/M/s ESP safety/M/s Oldham |
| 9. | UV Flame detectors | General Monitors / Crowcon / Honeywell / Sieger/ Detronics / Khrome Schroder/ Net safety/ ESP safety/M/s Oldham |
| 10. | Pressure Transmitter | Druck/Wika/ Honeywell/ ABB/ Rosmount |
| 11. | Pressure Safety Valve | M/s BHEL, OFE & OE Group (New Delhi)/ M/s Keystone Valves (India) Pvt. Ltd. Baroda/ M/s Sevim Sarasin Valves India (P) Ltd. (New Delhi/ Halol-Gujarat)/ M/s Tyco Sanmar Ltd. (New Delhi/ M/s Parcol SPA, Italy/ M/s Nuopignone, Italy/ M/s Sarasin, France/ M/s Tai Milano SPA, Italy/ M/s Fisher Rosemount (Now M/s Emerson Process) Singapore/ Mercer USA/ Fainger-Leser /M/s Technical |
| 12. | Pressure Gauges & Temperatures Gauges. | M/s AN Instruments Pvt. Ltd., New Delhi/M/s Altop/ M/s General Instruments Ltd., Mumbai/ M/s WIKA, |
| 13. | RTDs : | M/s General Instruments Ltd. Mumbai/ M/s Nagman Sensors (Pvt.) Ltd./ M/s Pyro Electric,Goa/ M/s Altop/ M/s Wika |
| 14. | SS Tubes for CNG application | M/s Sandvik, Sweden/M/s Ratnamani |
| 15. | SS tube Fittings for CNG application | M/s Swagelok (USA)/ M/s Parker (USA), USA/M/s Dk-Lok/M/s Hylok |



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| | | |
|-----|---|---|
| 16. | Plug Valve/Ball valves for air /water | M/s Nordstrom Valves Inc. USA/ M/s Serck Audco Valves, UK/ M/s Breda Energia Sesto Industria Spa, Italy/ M/s Sumitomo Corporation, New Delhi/ M/s Fisher Xomox Sanmar India Ltd., New Delhi/ M/s Larsen & Toubro Ltd. (Audco India Limited), Chennai. |
| 17. | Solenoid Valve | M/s ASCO / M/s Rotex / M/s Parker Hanifen |
| 18. | On Off SS ball/ needle/non-return valve for CNG application | M/s Parker / M/s Swagelok |
| 19. | Cables and wires | INCAB/ Universal/CCI/ FORT Gloster/ Finolex/ KEI |
| 20. | Barrier /Isolators/ Surge protector | MTL / Phoenix / P&F |
| 21. | Air exchanger/Radiator | GEI Hamon Ind Ltd/ GEA India / Patel Air temp/Lloyd/ M/s international coil company |
| 22. | SMPS | Telemecanique(Schneider)/ Siemens/Phoenix |
| 23. | Pressure switch | Orion/Switzer/Danfoss/Wika/IFM |

Notes:

1. For procuring bought out items other than those listed above, the same may be acceptable subject to prior approval of Consultant/owner to the following: -
 - a. The vendor/ supplier of bought out item(s) is a regular and reputed manufacturer/ supplier of said item(s) for intended services and the sizes being offered is in their regular manufacturing/ supply range. Further, the bidder has to certify that the item(s) has/have been regularly used by them in all the packages for the last two years and they are working satisfactorily.
 - b. The vendor/ supplier should not be in the Holiday list of BGL / Any other PSU.

The bidder should enclose documentary evidences i.e. PO copies, Inspection Certificate etc. for the above, alongwith their bids.
2. Some Items indicate only Indian Makes. Successful foreign bidders may take prior approval of any other make for which complete technical credentials (PO copies, Inspection Certificate etc.) of the proposed vendors shall have to be submitted for evaluation by Purchaser/Consultant.



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6.0 INSTRUMENTATION

6.1 INSTRUMENTATION & CONTROLS

- 6.1.1** All the instruments and control shall be suitable for area Class-I, Group-D, Division-I.
- 6.1.2** All package mounted transmitters & temperature elements shall be intrinsic safe "ib" as per IEC 79-11 and solenoid valves, switches and related junction boxes shall be flame proof 'd' as per IEC 79-1. Other special equipment / instrument, where intrinsic safety is not feasible or available, shall be flame proof/explosion proof as per IEC 79-1.
- 6.1.3** The compressor package instrumentation & control is to be configured for manual as well as fully automatic control system including starting, shutdown as applicable for unattended operation.
- 6.1.4** All the instrumentation shall be capable or operating for full range of operation.
- 6.1.5** Separate junction boxes shall be provided for each type of signal i.e. analog, digital, solenoids, RTD, thermocouple and for power supply. No cable shall share power & signal.
- 6.1.6** All temp and pressure gauges shall be mounted on gauge panel visible from outside.
- 6.1.7** Compressor package shall be provided with min following instruments;
- a. All tripping shall be with lamp indication and annunciation.
 - b. Temp indicator 1st , 2nd stage discharge and after- after cooler
 - c. Pr indication 1st,2nd stage discharge, high & med bank. Pr switch, 2nd stage discharge, high & med bank.
 - d. Hydraulic oil tank : Level switch & gauge, temp indication & switch ; pump pr indication , return oil pr indication.
 - e. Coolant: Temp & pr indication & switch and temp indication after cooler.
 - f. Hour meter.

6.2 PRIORITY FILL SYSTEM

- 6.2.1** Vendor shall supply a suitable priority fill system with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges with all mounted in a stainless steel panel. The priority fill system shall be installed to ensure that vehicle filling takes precedence over cascade filling. Full bore ball valves shall be provided so that compressor can take suction either from LCV cascade or stationary cascade. Tubing and valves from LCV cascade and stationary cascade to compressor shall be ¾" SS 316 OD and other tubing and valves shall be 1½" size. End connections shall be 3¼" size pipe OD.



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6.2.2 Case -I; Valves positioned to take suction from LCV cascade.

- a. If the LCV cascade pressure is more than 200 kg/cm², the gas dispensing should take place directly from LCV to dispenser bypassing booster compressor.
- b. Compressor shall start on pressing of manual start push button when the LCV cascade pressure falls below 200 kg/cm². The priority of filling shall be as follows;
 - i. **Fist priority:** Priority panel shall first fill the vehicle through dispenser.
 - ii. **Second priority:** If no vehicle is to be fuelled, priority panel shall fill the stationary cascade. The compressor shall shutdown automatically when either all stages of stationery cascade are filled to a pressure of 250 kg/cm²(g) or pressure in mobile cascade is less than 30 kg/cm²(g).

6.2.3 Case -II ; Valves positioned to take suction from stationary cascade

- a. Dispensing shall be done through stationary cascade without compressor running, if stationary cascade pressure is more than 200 kg/cm².
- b. Compressor shall start on pressing of manual start push button if stationary cascade pressure is less than 200 kg/cm². Dispensing into the vehicle should take place as usual. Compressor shall trip if either there is no vehicle for fuelling or pressure in stationary cascade is less than 30 kg/cm².

7.0 CABLING

- 7.1 Cabling inside the enclosure shall be of 1.5 Sq. mm core.
- 7.2 Cabling outside enclosure shall be minimum 2.5 Sq. mm core.
- 7.3 Cables shall be 1100-volt grade, stranded copper conductor, XLPE insulated, PVC sheathed, round wire/flat armoured, FRLS cables.
- 7.4 Cables shall be terminated using double compression type metallic frame proof glands and copper lugs.
- 7.5 Spare cores to be kept in each control cable.
- 7.6 All JB's shall have flame proof metallic enclosure
- 7.7 All the signal cables shall be screened armoured cables.
- 7.8 All the control and power cables shall be armoured cables only.
- 7.9 All the communication cables shall be screened and shall be terminated to JB through threaded GI conduits only.
- 7.10 All the cables shall be laid in through galvanized cable tray.
- 7.11 Bidder shall furnish following electrical data also along with bid:

| NO. | ITEM DESCRIPTION | CONFIRMATION BY TENDERER | REMARKS |
|-----|---|--------------------------|--|
| 1. | INCOMING CABLE SIZE FOR PROCUREMENT AND ERECTION BY BIDDER Indicate size of all cables: a. Cables from PDB to | | The same is included in the scope of Bidder. |



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CITY GAS DISTRIBUTION PROJECT
SUPPLY OF CNG RECIPROCATING COMPRESSORS
Bid Document No.: MEC/23R8/01/51/D2/T03/SU/6508



| NO. | ITEM DESCRIPTION | CONFIRMATION BY TENDERER | REMARKS |
|-----|---|--------------------------|---------------------------------------|
| | compressor skid b. Cables from compressor to hooter and upto ESD push button in control room. c. Cables from compressor to ESD push button near dispenser. d. Cables from compressor to ESD push button near near chain link fencing. e. Cables from CO ₂ flooding system to Compressor . f. Cables from ACDB to compressor skid for PLC based control panel. g. Cables from manual switch/call point of CO ₂ flooding system (located in control room) to compressor skid. | | |
| 2. | INCOMING FEEDER RATING IN CONTROL PANEL | | For providing feeder in PDB by client |
| 3. | UPS LOAD in kW | | |
| 4. | NON UPS LOAD in kW | | |
| 5. | CMRI CERTIFICATION FOR COMPLETE CONTROL PANEL | | |
| 6. | COMPRESSOR MOTOR | | |
| 7. | DATA SHEET OF MOTOR | | |



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| NO. | ITEM DESCRIPTION | CONFIRMATION BY TENDERER | REMARKS |
|-----|---|--------------------------|---------|
| 8. | TYPE TEST CERTIFICATION | | |
| 9. | STARTING TIME WITH STAR DELTA STARTER AT RATED SUCTION PRESSURE OF GAS | | |
| 10. | COMBINE LOAD AND MOTOR CHARACTERISTIC CURVE WITH STAR/DELTA STARTER AT RATED SUCTION PRESSURE | | |

8.0 INSPECTION AND TESTING

8.1 General

- a. Inspection and Test Requirements shall be as per approved QAP
- b. Bidder shall confirm compliance to all inspection and testing requirements stipulated therein and include the inspection charges in the lump sum cost.
- c. Purchaser/consultant shall witness tests as per data sheet and this specification. The bidder shall notify the timing of such inspection and testing at least 15 days in advance to Purchaser/consultant. Purchaser/consultant shall depute their representative for witnessing the tests . Vendor shall also appoint third party for inspection after due acceptance from BGL/Consultant in written. Approved 3rd party inspection agencies are CEIL, BVQI, DNV, MECON and Lloyd's reg/TUV/AB-Vincotee/SGS/American bureau services/ Velosi certification services/International certification services limited/BV/ Dr.Amin Controllers Pvt. Ltd. TPIA charges shall be born by the vendor, no seperate payment shall be made under any SOR item. Charges applicable shall be considered under quoted rates.
- d. Bidder shall submit detailed Test Procedure for Approval of the Purchaser two months in advance of the actual date of conducting each test.
- e. Inspection testing for foreign bidder: Cost of third party inspection including fees payable and arranging the same shall be borne by bidder. Approved 3rd party inspection agencies are CEIL, BVQI, DNV, MECON and Lloyd's reg/TUV/AB-Vincotee/SGS/American bureau services/ Velosi certification services/International certification services limited/BV/ Dr.Amin Controllers Pvt. Ltd.. Purchaser /consultant may also witness the inspection.

8.2 Mechanical running test (MRT)

8.2.1 The MRT for the each compressors shall be carried out in presence of Purchaser/consultant or their representatives (or a third party as arranged by Purchaser) with job or shop driver including complete job driving system for 4 hours continuously at shop of compressor manufacturer. The compressor need not be



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pressure loaded for MRT test. During this test following shall be recorded at agreed intervals.

- Cooling water pressure & temperature
- Oil cooler inlet and outlet temp
- All interlocks ,alarms & trips
- Electric Current of each drive

Bidder shall submit test procedure for approval.

9.0 PAINTING AND PROTECTION

9.1 Packing shall be sufficiently robust to withstand rough handling during ocean shipment & in-land journey. Sling points shall be clearly indicated on crates.

9.2 SURFACE PREPARATION

- a. Rust, rust scale and foreign matter shall be removed fully to ensure that a clean and dry surface is obtained. The minimum acceptable standard for blast cleaning shall be Sa 2-1/2 or equivalent as per Swedish Standard SIS-055900-1967 or equivalent.
- b. Blast cleaning shall not be performed where dust can contaminate surfaces undergoing such cleaning or during humid weather conditions having humidity exceeding 85%.
- c. The first coat of primer must be applied by brush on dry surface. This should be done immediately after cleaning.
- d. Surface shall be inspected by Purchaser/ third party before application of primer.

9.3 PAINTING (PRIMER & FINISH COAT)

Following primer and finish coats to be applied on the canopy and all structural parts as a minimum: -

- | | | |
|----|---------------|--|
| a) | Primer | Two component epoxy zinc phosphate primer with minimum volume solids of 59%, an initial cure of 75 minutes at 25 deg. C and a weight of around 2.52 kg/litre. |
| | No. of Coats: | 1 |
| | DFT | 75 (micron) μ each |
| b) | Primer | Two component intermediate coat with epoxy high build MIO (micaceous iron oxide) of minimum volume solids of 80%, an initial cure of 60 minutes at 25 deg. C and a weight of around 2.1 kg/ litre. |
| | No. of Coats | 1 |
| | DFT | 100 micron |
| c) | Finish Coat | : Acrylic Polyurethane paint |
| | No. of Coats: | 2 |



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DFT 50 (micron) each coat

Total DFT 100 μ

Total DFT after application of primer and paint shall be 275 μ (micron) minimum.

9.4 The vendor to ensure that exterior steel surface of equipment and piping painted shall have a fade free life without oxidation of paint surface for atleast 5 years in an environment of bright sunlight with an intense UV content.

9.5 The headers of air-cooled exchanger shall be zinc sprayed/painted.

10.0 ERECTION, TESTING AND COMMISSIONING AT SITE

10.1 Bidder shall be responsible for erection, commissioning; performance test and field noise level test of all compressor packages at site.

10.2 Bidder shall be liable to pay all local taxes, levies applicable and comply with rules, laws prevailing in concerned state.

10.3 Arranging crane, unloading at store, shifting from store to site , arranging special tools & tackles , grouting & grouting cement, lodging & boarding of bidders personnel, providing mobile phone facilities shall be included in the offered cost.

11.0 PACKAGE PERFORMANCE TEST AT SITE

Bidder shall assemble the complete package including auxiliary systems, instrumentation, safety devices within the enclosure at his shop/site and dispatch. Complete package shall be performance tested as a module along with electric motor & compressor. Bidder shall demonstrate all controls, shutdown, trips / alarms etc. The test shall be the basis of acceptance / rejection of the package thereon. Bidder shall submit the details of test procedure for the same, which shall be approved by PURCHASER. The test for the package shall be witnessed by PURCHASER or their representatives. All guaranteed and other critical parameters shall be demonstrated by the Bidder. In PG test minimum following shall be recorded.

- a. Compressor capacity average
- b. Sound level
- c. Vibration levels measured on cylinders and frame
- d. Bearing Temp
- e. Oil cooler inlet and outlet temp
- f. Electric current of each drive.

Duration of test shall be approximately 4 hours which may be in steps in consultation with purchaser.

Formal Test procedure shall be submitted for approval of the purchaser before conducting the test.



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12.0 SPARE PARTS, SPECIAL TOOLS AND TACKLES

- 12.1** All spare parts, special tools & tackles for erection and commissioning and operation & maintenance of compressor package shall be supplied by the packager and shall form his scope of supply.
- 12.2** A brand new separate set of special tools and tackles as required for Normal maintenance beyond the operation period shall be supplied by the packager one month before completion of O&M period.

13.0 DATA AND DRAWING

Bidder shall necessarily furnish the following along with the bid without which the offer shall be considered incomplete:

- a. Completely filled in Data Sheets of compressor, Electric motors.
- b. Deviations if any to this Technical Specification
- c. Tentative Lay out / key plan/ General Arrangement indicating size of the package indicating overall dimension.
- d. Utilities requirements
- e. Electrical Load summary
- f. Catalogues of compressor, electric motor , instrumentation items.
- g. P&I diagram
- h. Flow v/s suction pressure and power v/s suction pressure graph or full range suction pressure I.e. 250 to 30 kg/cm²
- i. Electrical line diagram,

Any other document required over and above aforesaid documents during engineering stage after placement of order shall be supplied by bidder. Bidder shall also supply above data in editable soft copy.

14.0 GUARANTEED PARAMETERS - BOOSTER COMPRESSOR

| Sr No | Description | Bidder to indicate |
|-------|--|--------------------|
| 1. | Average flow capacity (over range of suction pressure from 225 to 30 KG/CM ² at varying on continuous basis): Required 400 Sm ³ /h | |
| 2. | Electric power consumption in KWH with no (+) tolerance with overall full range of suction pressure (from 225 kg/cm ² g to 30 kg/cm ² g varying on continuous basis) to compress 400 Sm ³ gas with no (-) tolerance for loading and penalty purpose . * | |
| 3. | Minimum flow capacity in Sm ³ /h corresponding to | |



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| | | |
|----|---|--|
| | suction Pressure of 225 kg/cm ² : bidder to indicate | |
| 4. | Minimum flow capacity in Sm ³ /h corresponding to suction Pressure of 30 kg/cm ² (g): Required 150 Sm ³ /h | |
| 5. | Minimum flow capacity in Sm ³ /h corresponding to suction Pressure of 60 kg/cm ² (g): Required 250 Sm ³ /h | |
| 6. | Sound level of enclosure in dBA (required 70) | |

Note:

- a. Parameters under Sl. No. 3 & 4 are for reference only.
- b. * Bidder must indicate the guaranteed KW including all losses such as mechanical, transmission, power absorbed by compressor driven auxiliaries like cooler fans etc but excluding air compressor.

15.0 GAS COMPOSITION

The gas composition at City Gas distribution Network is as shown below:-

| SI.NO. | COMPONENET | At Hyderabad (in Mole) | At Vijayawada (in Mole) | At Kakinada (in Mole) |
|--------|---|------------------------|-------------------------|-----------------------|
| 1 | Methane (C ₁) | 94.6561 | 92.0259 | 94.4090 |
| 2 | Ethane (C ₂) | 2.3547 | 2.2642 | 1.9644 |
| 3 | Propane (C ₃) | 1.0458 | 2.2605 | 1.3695 |
| 4 | i-Butane (iC ₄) | 0.2135 | 0.2893 | 0.2630 |
| 5 | n-Butane (nC ₄) | 0.3223 | 0.3574 | 0.3691 |
| 5 | i-pentane (iC ₅) | 0.1427 | 0.114 | 0.1156 |
| 6 | n-pentane (nC ₅) | 0.1414 | 0.095 | 0.1015 |
| 7 | Hexane + (C ₆ ⁺) | 0.2199 | 0.148 | 0.2217 |
| 8 | Nitrogen (N ₂) | 0.3505 | 0.1465 | 0.1986 |
| 9 | Carbon Di Oxide (CO ₂) | 0.5502 | 2.1392 | 0.9975 |

NOTES:

- O₂ not more than 0.5% mole. Total non-hydrocarbon not more than 2.0%.
- Total S including H₂S not more than 10 ppm by weight.
- H₂S not more than 4 ppm by volume.
- Moisture content in the range of 112 to 114 kg/MMSCM



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16.0 CLIMATE

- Height above Mean sea level: 900m
- Max. site temp.: 44⁰C
- Minimum site temp.: 14⁰C
- Max. RH: 90% in the month of July.
- Min. RH : 65% in the month of January.



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17.0 DATA SHEETS

17.1 DATA SHEET OF DAUGHTER BOOSTER COMPRESSOR

| | | | |
|-----|---|---|--|
| 1. | GENERAL : ■ Means required □ Means bidder shall indicate; if not indicated shall be Filled by the bidder | | |
| 2. | PROJECT : CITY GAS DISTRIBUTION NETWORK, HYDERABAD, VIJAYAWADA & KAKINADA | | |
| 3. | OWNER : M/S BGL | | |
| 4. | SERVICE : CNG BOOSTER COMPRESSORS | | |
| 5. | SITE : | HYDERABAD, VIJAYAWADA & KAKINADA | |
| 6. | NO. REQD : As per MR | | |
| 7. | COMPRESSOR CAPACITY : | 250 SCM ³ at suction pr. 60 KG/CM ² (g) | DRIVER : ONE ELECTRIC MOTOR of 22KW |
| 8. | NOTE: ■ SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER □ INFORMATION REQUIRED FROM VENDOR. | | |
| 9. | MANUFACTURER : | | MODEL NO. : |
| 10. | PLACE OF MANUFACTURE : | | |
| 11. | NO. OF STAGES : bidder | | CYLINDER ARRANGEMENT : |
| 12. | CYLINDER LUBRICATION : | NON LUBRICATED | □ LUBRICATED □ MINIMUM LUBRICATED □ |
| 13. | ■ DRIVER TYPE : ELECTRIC MOTOR | | |
| 14. | □ DRIVE : WITH COUPLING | □ V – BELTS (ANTI-STATIC TYPE) | □ DIRECT |
| 15. | □ DIRECTION OF ROTATION (FACING DRIVEN END) : □ CLOCKWISE □ COUNTER CLOCKWISE | | |
| 16. | EARTH QUAKE ZONE II | WIND VELOCITY (M/S) 33 (MAX) | |
| 17. | INSTALLATION : ■ OUTDOOR | | |
| 18. | MOUNTED ON A COMMON SKID ALONGWITH DRIVER, ENCLOSED INSIDE A ACOUSTIC ENCLOSURE | | |
| 19. | Total Utility Consumption | | |
| 20. | Cooling Water (Make UP) (m ³ /hr) | | |



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| | | | | | |
|-----|---|---|------------|---------|---------|
| 21. | Power (Auxiliaries) (kW) | | | | |
| 22. | Power (Heaters) (kW) | | | | |
| 23. | REMARKS: | | | | |
| 24. | Vendor/Bidder should estimate the requirement for all the Utilities and indicate the same in tabular form. | | | | |
| 25. | CONSTRUCTION / DESIGN FEATURES | | | | |
| 26. | Nomenclature | Unit | Stage#1 | Stage#2 | Stage#3 |
| 27. | Cylinders | | | | |
| 28. | No of Cylinders - | | | | |
| 29. | Single Acting (SA) / Double Acting (DA) | | | | |
| 30. | Cylinder Bore / Stroke | mm / mm | | | |
| 31. | Rotational Speed of motor | RPM | | | |
| 32. | Linear Average Piston Speed | M/sec | | | |
| 33. | Piston Displacement | M ³ / hr | | | |
| 34. | Nos of strokes per hour | | | | |
| 35. | <input type="checkbox"/> Lubrication/Hydraulic oil System | | | | |
| 36. | Type of lube system | Piping material | | | |
| 37. | Quantity of lube oil for first filling | Carbon Steel | | | |
| 38. | Main Oil Pump Driven By : | Stainless Steel (all piping & valves Trims) | | | |
| 39. | Standby Oil Pump, Driven By : | Oil tank capacity | | | |
| 40. | Suction Strainer | Lube Oil Consumption | | | |
| 41. | Pressure Control Valve | Main Pump | Make : | Model : | |
| 42. | Level Sight Glass on the Crankcase | Type : | Material : | | |



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| | | | | |
|-----|--|----------------------|-------------|-----------|
| 43. | Type of Oil Cooler : | Standby Pump | Make : | Model : |
| 44. | Size of Filter: | Type : | Material : | |
| 45. | Oil Heater (if required). | | | |
| 46. | Electric Heater with thermostat (Kw) (if required). | | | |
| 47. | Thermostatic Valve | | | |
| 48. | INSPECTION AND TESTS | | | |
| 49. | Material Composition and Physical Properties Certificates Required For: | | | |
| 50. | Cylinder and Liner | Piston | | |
| 51. | Pressure Vessels | Heat Exchangers | | |
| 52. | X-Ray Examination for components: Pressure Vessels (certificates to be furnished). | | | |
| 53. | | | Certificate | Witnessed |
| 54. | Mech. Running Test with shop Driver (4 Hours min.) | | ■ | ■ |
| 55. | Performance Test at Works | | ■ | ■ |
| 56. | Functional/Continuity Tests – Control Panel. | | ■ | |
| 57. | Valve Leak Test | | ■ | |
| 58. | Lube Oil Console Run test | | ■ | |
| 59. | Closed Circuit C.W. System test | | ■ | |
| 60. | During package performance test | | | |
| 61. | Test Certificates Required For: | | | |
| 62. | Auxiliary Motor & Pumps | Safety Relief Valves | | |
| 63. | Safety Switches | Solenoid Valves | | |
| 64. | <input type="checkbox"/> WEIGHTS | | | |
| 65. | Overall supply (excluding driver and gear box, if any) Kg. approx. | | | |
| 66. | Maximum erection weight Kg. approx. | | | |



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| | |
|-----|---|
| 67. | Maximum maintenance weight Kg. approx. |
| 68. | Gear Box Kg. Approx. |
| 69. | Driver Kg. approx. |
| 70. | SCOPE OF SUPPLY |
| 71. | Compressor Assembly complete with frame, cylinder |
| 72. | Motion work lubrication system |
| 73. | Cylinder and packing lubrication system |
| 74. | Cooling system |
| 75. | Process Gas system |
| 76. | Local instrumentation |
| 77. | Local Gauge Board |
| 78. | Local Control Panel |
| 79. | Main driver electric Motor |
| 80. | V-Belts with Pulley |
| 81. | Couplings |
| 82. | Driver Compressor |
| 83. | Guards for moving parts |
| 84. | Base plate Common for Compressor and Driver |
| 85. | Fabricated Steel skid Common for compressor, driver and accessories |
| 86. | Special Tools - |
| 87. | Anchor Bolts for Complete Package |
| 88. | Piping supports and brackets : prefabricated for piping in Vendor's Scope |
| 89. | Supports For Cylinders & Auxiliaries, Prefabricated & fitted in the Package |
| 90. | Commissioning Spares, erection and commissioning spares |
| 91. | Spares as specified in the Job Specification |
| 92. | Vendor Data as specified |
| 93. | NOTE : Refer checklist for scope of supply |



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17.2 DATA SHEET OF COMPRESSOR MOTOR (if not indicated shall be filled by the bidder)

| | | |
|-----|-----------------------------------|--|
| 1. | Project name: | BGL |
| 2. | Driven equipment | Compressor |
| 3. | Tag No. / Equipment No. | |
| 4. | Duty | |
| 5. | Manufacturer | |
| 6. | Type | THREE PHASE, SQUIRREL CAGE INDUCTION MOTOR. |
| 7. | Frame designation | |
| 8. | Output _____ KW | |
| 9. | Voltage _____ VOLT | 415 V+/- 10% |
| 10. | Full load current _____ AMP | |
| 11. | Full load speed _____ RPM | |
| 12. | Enclosure | TEFC,FLAMEPROOF,IP55 AS PER IS:4691-1985, IS: 2148, IS : 12615:2011 and other relevant IS. |
| 13. | Mounting | |
| 14. | Insulation Class | F' - Temp. rise limited to Class - 'B' |
| 15. | Ambient temperature _____ °C | Temp inside canopy |
| 16. | Temp. Rise by resistance _____ °C | |
| 17. | Applicable Code | |
| 18. | Full load torque _____ Kg-m | |
| 19. | Starting torque _____ FLT | |
| 20. | Efficiency at _____ 100% Load | |
| 21. | _____ 75% Load | |
| 22. | _____ 50% Load | |
| 23. | Rotation viewed from DE | |
| 24. | Bearing type No. | |
| 25. | Type of Lubrication | |



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| | | |
|-----|--|---|
| 26. | Coupling / pulley | |
| 27. | Net weight (approximate) _____ kg | |
| 28. | Cable size / type _____ mm sq. | |
| 29. | Phase / connection / No. of terminal | |
| 30. | Frequency _____ Hz. | 50 Hz + / - 5% |
| 31. | No. of poles _____ | |
| 32. | Locked rotor current _____ %FLC | |
| 33. | LR withstand time (HOT) _____ Sec | |
| 34. | (COLD) _____ Sec | |
| 35. | Stator / rotor time constant _____ Min | |
| 36. | Power factor at – 100% Load | |
| 37. | - 75% Load | |
| 38. | - 50% Load | |
| 39. | Break down or pull out torque _____ %FLT | |
| 40. | Space heaters _____ WATT / VOLT | |
| 41. | GD Sq. of load _____ Kg-m ² | |
| 42. | GD Sq. of motor _____ Kg-m ² | |
| 43. | Starting time at 100% / 80% V-Sec | |
| 44. | No. of starts – Hot | 4 |
| 45. | Vibration Level / Noise Level | As per IS12065 / IS12075 |
| 46. | Area classification | CLASS - I, ZONE (DIV)-1, GAS GROUP IIA / II B |
| 47. | CMRI CERTIFICATION FOR COMPLETE CONTROL PANEL | |
| 48. | COMPRESSOR MOTOR | |
| 49. | DATA SHEET OF MOTOR | |
| 50. | TYPE TEST CERTIFICATE | |
| 51. | STARTING TIME WITH STAR DELTA STARTER AT RATED SUCTION PRESSURE OF GAS | |
| 52. | COMBINE LOAD AND MOTOR CHARACTERISTIC CURVE WITH STAR/DELTA STARTER AT RATED SUCTION PRESSURE | |



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17.3 Data sheet- heat exchangers

| | | | |
|-----|--|---|--|
| 1. | GENERAL : <input checked="" type="checkbox"/> Means required <input type="checkbox"/> Means bidder shall indicate; if not indicated shall be Filled by the bidder | | |
| 2. | PROJECT : CITY GAS DISTRIBUTION NETWORK, HYDERABAD, VIJAYAWADA & KAKINADA | | |
| 3. | OWNER : M/S BGL | SITE : HYDERABAD, VIJAYAWADA & KAKINADA | |
| 4. | Service : Intercooler / After cooler for Compressor Package | | |
| 5. | No. Reqd.: FOUR | | |
| 6. | NOTE : <input checked="" type="checkbox"/> SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER <input type="checkbox"/> INFORMATION REQUIRED FROM VENDOR. | | |
| 7. | <input type="checkbox"/> Manufacturer : | Type : <input type="checkbox"/> Forced Draft <input type="checkbox"/> Induced Draft | |
| 8. | <input type="checkbox"/> Bundle Size : m x m x m | Bundles/Section | <input type="checkbox"/> Number of Units : |
| 9. | <input type="checkbox"/> Bundles/Unit : | In Parallel / Series | <input type="checkbox"/> Section Size : |
| 10. | <input type="checkbox"/> Surface/Bundle : m ² | Bare Tube : m ² | <input type="checkbox"/> Section/Unit : |
| 11. | <input type="checkbox"/> Surface/Unit : m ² | Bare Tube : m ² | <input type="checkbox"/> Plot Area/Unit : |
| 12. | PERFORMANCE (Of One Unit) | | |
| 13. | <input type="checkbox"/> Heat Exchanged : kcal/hr | MTD (Corrected) : °C | |
| 14. | <input type="checkbox"/> Transfer Rate : kcal/hr m ² °C | (Finned Surface) | (Bare Surface) |
| 15. | TUBE SIDE | | |
| 16. | <input checked="" type="checkbox"/> Fluid Circulated | GAS | Gravity : Liquid API |
| | SG @ 15.4EC | | |
| 17. | <input checked="" type="checkbox"/> Total Entering Gas kg/hr : as per TS | Enthalpy / Latent Heat kcal/kg: as per gas composition | |
| 18. | <input type="checkbox"/> Operating Temperature °C/kcal | In : | Out : Fouling Resistance hr m ² |
| 19. | <input type="checkbox"/> Operating Pressure Passes / Bundle kg/cm ² | | |
| 20. | AIR SIDE | | |
| 21. | <input checked="" type="checkbox"/> Temperature | <input checked="" type="checkbox"/> In: 45 | Out : <input checked="" type="checkbox"/> Altitude m:900 MSL |
| 22. | <input type="checkbox"/> Total Flow/Unit kg/hr | Static Pressure kg/cm ² | |
| 23. | <input type="checkbox"/> Quantity/Fan kg/hr | Power/Fan kW | |
| 24. | <input type="checkbox"/> Face Velocity m/sec | Power/Unit kW | |
| 25. | CONSTRUCTION (Each Bundle) | | |
| 26. | <input type="checkbox"/> Design Pressure : kg/cm ² g | <input type="checkbox"/> Test Pressure : kg/cm ² g | <input type="checkbox"/> Design |
| 27. | <input type="checkbox"/> Code Requirements : | | |
| 28. | <input checked="" type="checkbox"/> Type of Tubing : | <input checked="" type="checkbox"/> Tube Material : | <input checked="" type="checkbox"/> Fin Material : AI |
| 29. | <input checked="" type="checkbox"/> Tube Bare Tubes (no's): | <input type="checkbox"/> No. of rows: O.D. | <input type="checkbox"/> BWG/Thk <input type="checkbox"/> |
| | Length | | |
| 30. | <input type="checkbox"/> Fins: Spacing /inch. O.D. | <input type="checkbox"/> Root Dia | <input type="checkbox"/> Thickness : |
| 31. | <input checked="" type="checkbox"/> Header Type: Plug / Cover | <input type="checkbox"/> No. of Splits: | Material : |
| 32. | <input type="checkbox"/> Plugs/Gaskets | <input checked="" type="checkbox"/> Side Frame : C.S. Inside Zinc Protected | |
| 33. | <input type="checkbox"/> Nozzles | In : | Out : |
| 34. | <input type="checkbox"/> Couplings | <input type="checkbox"/> Vent: | <input type="checkbox"/> Drain : |
| 35. | CONSTRUCTION (Each section) | | |
| 36. | <input checked="" type="checkbox"/> Structure kgf/m | CS | <input type="checkbox"/> Sec. /Gr. No. <input type="checkbox"/> Design Wind Load : |
| 37. | <input checked="" type="checkbox"/> Plenum Chamber | CS inside Zinc Protected | Type : |
| 38. | <input type="checkbox"/> Fans | No. | Dia. RPM Mfr. |
| 39. | <input type="checkbox"/> Blades | Material : | No./Fan Pitch Angle(Design) : |
| 40. | <input type="checkbox"/> Hubs | Material: | Pitch: Auto variable / Adjustable (No.) |
| 41. | <input type="checkbox"/> Louvers | Material : | Type : Mfr. |
| 42. | <input type="checkbox"/> Weights kg Each Section(Dry) : | Full of Water: | |
| 43. | <input type="checkbox"/> Each Bundle (Dry) : | Full of Water: | |
| 44. | <input checked="" type="checkbox"/> APPLICABLE SPECIFICATIONS API Standard 661 | | |
| 45. | <input checked="" type="checkbox"/> REMARKS 1. Air coolers should be designed for 10% excess capacity than required normally. | | |
| 46. | <input checked="" type="checkbox"/> Exchanger should be designed with air side temperature of 40 °C. | | |
| 47. | <input checked="" type="checkbox"/> Separate data sheet should be filled by the bidder for each service i.e. Inter cooler and After cooler | | |



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17.5 DATA SHEET- UV/IR FIRE DETECTION SYSTEM

| | |
|--|---|
| GENERAL | |
| GENERAL: ■ Means required □ Means bidder shall indicate; if not indicated shall be Filled by the bidder | |
| PROJECT: CITY GAS DISTRIBUTION SITE: HYDERABAD, VIJAYAWADA & | |
| EQUIPMENT: UV FIRE DETECTION FOR CNG STATIONS | |
| NO. | FIRE DETECTION TYPE: |
| NOTE: ■ SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER □ INFORMATION REQUIRED FROM VENDOR. | |
| □ MANUFACTURER: | □ MODEL NO.: |
| □ WAVE LENGTHS: | ■ TYPICAL RESPONSE TIME: < 3 SEC @ 50FT |
| □ FIELD OF VIEW: | □ MINIMUM SENSOR RESPONSE TIME: |
| □ SENSITIVITY | □ MAINTENACE SIGNAL: |
| ■ CLASSIFICATION: CLASS I, DIV 1, GROUPS B, C & D: Eexd IIC, T5, IP66 | ■ CLASS II, GROUP E,F & GCLASS III, TYPE 4X |
| ■ APPROVALS: CSA, FM, ATEX, CENELEC, CE MARKING | |
| ■ ENVIRONMENTAL SPECIFICATIONS | |
| ■ OPERATING TEMPERATURE RANGE: -40 (°C) to 85 (°C) | |
| ■ STORAGE TEMPERATURE RANGE: -50 (°C) to 85 (°C) | |
| ■ OPERATING HUMIDITY RANGE: 0% TO 100% RH NON-CON-DENSING | |
| ■ ALTITUDE (M): | |
| ■ EARTH QUAKE ZONE V | |
| ■ INSTALLATION: ■ INDOOR | |
| ■ INPUT POWER: 20 - 36 VDC, 24 VDC @ 150Ma max. | □ COPM FAULT |
| ■ ANALOG SIGNAL: 4-20mA (600 Ohms Max.) | □ READY SIGNAL |
| □ FAULT SIGNAL: 0Ma | □ UV SIGNAL: |
| □ IR SIGNAL: | □ WARN SIGNAL: |
| □ ALARM SIGNAL: | □ BAUD RATE: |
| ■ RELAY CONTACT RATING: 8A, 250VAC, 8A @ 24VDC | □ RS-485 OUTPUT: |
| ■ RFI/EMI PROTECTION: COMPLIES WITH EN50081- | □ STATUS INDICATOR: |
| □ FAULT MONITORING: | |
| ■ MECHANICAL SPECIFICATION: | |
| ■ HOUSING: | ■ LENGTH: |
| ■ DIAMETER: | ■ MOUNTING: |
| ■ CABLE ENTRY: | ■ WEIGHT: |
| SCOPE OF SUPPLY | |
| ■ UV FIRE DETCTION SENSORS COMPLETE: | |
| ■ DATA SHEET COMPLETED | |
| REMARKS: | |



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18.0 OPERATION & MAINTENANCE SERVICES

The date of start of commercial operation as intimated by client will be considered as date of start of the annual maintenance contract. However, bidder shall be paid 50% O&M charge for operating and maintenance of the compressor from the date of commercial operation to the date of PG test. The bidder must follow the OPERATION & MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

18.1 General

The operation and maintenance services shall be provided in terms of shift pattern on the round the clock basis as mentioned in the tender document.

- a. The supplier shall deploy adequate number of technicians / supervisors / Engineers / helpers as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational requirements, the supplier shall augment the same as per direction of Engineer –in-Charge.
- b. The supplier is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all Holiday & around the clock.
- c. The supplier shall allow weekly rest and daily working hours to his workmen as per the relevant Act/Law/and Rule made thereunder. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Technician/operators provided shall have minimum qualification of ITI. Contract in person or his authorised representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman.
- d. The work force deployed by the supplier for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the supplier as well as for the installation.
- e. Supplier has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- f. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- g. The supplier shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- h. All personnel of the supplier entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.



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- i. Supplier shall maintain proper record of his working employee's attendance and payment made to them.
- j. The contractor's representative/supervisor shall report daily to the Shift-in-Charge for day to day working.
- k. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by PURCHASER will be strictly adhered to by the contractor.
- l. The rates quoted by the bidder must be inclusive of all the taxes, duties, services tax, work contract tax and any other levies, contractor's share of P.F. and insurance charges, contractor's profit and any other expenditure etc.
- m. It will be the responsibility of the supplier to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.
- n. The services shall be provided in terms of shift pattern on the round the clock basis. The supplier is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.
- o. The supplier shall establish a central control room to operate 24 hours, seven days a week where complaint regarding non-performance of the compressors in terms of the contract can be lodged. Further, the supplier shall deploy adequate number of technicians/ supervisors / engineers at various site offices in consultation with Engineer-in-Charge to provide trouble free operation & maintenance of the compressors.
- p. All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky.
- q. All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines / direction of engineer-in-charge of authorised representative.

18.2 Accommodation/transportation/medical

The supplier shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the supplier personnel.

18.3 Discipline:

The supplier shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee, he shall arrange to replace such persons



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within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer –in-Charge in this matter shall be final and binding on the contractor.

18.4 Gate pass/identity card

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by PURCHASER for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

18.5 Right to get services carried out through other agencies

Nothing contained herein shall restrict PURCHASER from accepting similar service from other agencies, at its discretion and at the risk and cost of the contractor, if the supplier fails to provide the said services any time.

18.6 Sub-letting of contract

Sub-letting of contract: The bidder may sub let/ assign the installation and O&M services to an agency having experience of CNG compressor installation and O&M for min two years. However, complete responsibility including composite bank guarantee shall be furnished by the bidder/supplier. Bank guarantee for O&M shall start from the date of commercial operation by the purchaser which will be 10% of total cost of O&M services.

18.7 Compliance of laws

The supplier deploying 20(twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required. The supplier (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Supplier shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the supplier for rendering services to PURCHASER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The supplier shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The supplier shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Supplier shall comply with all safety and security rules and regulations and other rules laid down by PURCHASER for its operation. It shall be the duty/responsibility of the supplier to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.



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The supplier shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. PURCHASER has to pay compensation for a workman employed by the supplier due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the supplier and /or security deposit. Insurance of equipment after performance test shall be arranged by owner.

18.8 The officer in charge shall have power to

- i) Issue the supplier from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the supplier shall carry out and bound by the same.
- ii) During the currency of this contract, PURCHASER can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- iii) Order the supplier to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the supplier shall be final and binding on the contractor.

18.9 Repatriation and termination

PURCHASER shall reserves the right at any time during the currency of the contract, to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the supplier shall vacate the site/office occupied by him immediately.

18.10 Indemnity agreement

Supplier shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the supplier hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (The supplier immediately on receipt of LOA shall submit a certificate to this effect).

18.11 Compensation for non-fulfillment of obligation under Annual Maintenance Contract (AMC)

During the AMC of 3 years (01 year during warranty period+02 year post warranty period), the supplier must ensure that the compressor is available for a minimum of 18 continuous hours a day and 365 days a year for performing the required services as defined in the tender document. The timing of 18 hours will be decided



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by client. If the supplier fails to provide the required services for any day, The supplier shall compensate the owner @ Rs 200/- per hr for compressor for the default period. For calculation of default period will be recorded jointly by the supplier and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. During 6 hours supplier can carryout cleaning and preventive maintenance. Supplier in consultation with owner can club these 6 hours for two consecutive days for 2 times a month only without any penalty. In addition to above supplier shall also be allowed downtime of the compressor package cumulative upto 18 hours per month to carry out the periodic / scheduled / breakdown maintenance/ routine checking of compressor package. In case supplier has utilized less down time of the compressor package than that allowed, the supplier can carry forward only max unutilized 9 hours downtime to immediate next month. The max penalty per month shall not be more than 50% of per month charge against O&M quoted by the supplier.

18.12 Contractor's responsibility

The supplier shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

18.13 Employment liability of contractor

The supplier shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Company's representative.

The supplier shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The supplier shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The supplier shall ensure regular and effective supervision of the personnel deployed by him.

The supplier shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

18.14 Maintenance of compressor packages for 3 years (01 year during warranty period & 02 years during post warranty period)

18.14.1 Scope of supply during warranty period:

All spares, consumables, lubricants, lubricating oil, coolant, sealant, manpower etc. required for carrying out the Operation and maintenance of the complete compressor package including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be in scope of the Bidder and shall be kept in stock. If any equipment got fire or broken due to accident the same shall be replaced or rectified by the bidder. Electricity shall be supplied free of cost to the Bidder.



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18.14.2 Scope of supply during two years post warranty period:

All spares, consumables, lubricants, lubricating oil, coolant, sealant etc. required for carrying out the Operation and maintenance of the complete compressor package including major overhauling of compressor & engine during the post warranty period of further 2 years, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be in scope of the Bidder and shall be kept in stock. If any equipment got fire or broken due to accident the same shall be replaced or rectified by the bidder. Electricity shall be supplied free of cost to the Bidder.

18.14.3 Scope of services:

18.14.3.1 The bidder shall have to keep all the spares, consumables, lubricants, coolant, etc required for carrying out periodic, breakdown, emergency maintenance etc of the package so as to minimise the down time of the compressor. Non-availability of compressor package for non-availability of spares shall be liable for compensation.

18.14.3.2 All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the bidder. The scope will also include handling equipment like crane, forklift, chain pulley block, etc required during the any maintenance activity.

18.14.3.3 Any expert services required from principal company or OEM shall be arranged by the supplier or his agent at his own cost. All arrangements like phone, fax, computer, Internet etc required for the bidder shall arrange correspondences with above personnel.

18.14.3.4 The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with

- a) Estimated down time required for each type of maintenance schedule.
- b) List of spares and their quantities required for each type of maintenance schedule per compressor.
- c) Type and number of man days required for each type of maintenance schedule per compressor.

The bidder shall plan such maintenance during non-peak hours and in consultation with the Engineer In Charge (EIC) of PURCHASER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.

18.14.3.5 The bidder shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valve spring, valve plates, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the PURCHASER representative. However any unto ward consequences for non-replacement of such parts shall be the responsibility of the bidder.

18.14.3.6 All routine and periodic checks/inspections required to be done as per OEM recommendation shall be done by the bidder. Instruments required for above inspection like vernier caliper, micrometer screw gauge, fill gauges, bore gauge etc shall be in scope of the bidder and these instruments shall be calibrated every year.



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- 18.14.3.7 All parts replaced by the bidder during the above contract period shall be properly packed and handed over to PURCHASER's on replacement.
- 18.14.3.8 The supplier shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the bidder.
- 18.14.3.9 All the maintenance / inspection job carried out by the bidder shall be recorded and the report of the same shall be jointly signed by PURCHASER representative.
- 18.14.3.10 The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the bidder and PURCHASER, during the execution of the contract.
- 18.14.3.11 The bidder shall carryout calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of PURCHASER. Also yearly calibration of all instruments such as pressure gauges, transmitters, switches, etc shall be in the scope of the bidder. In addition to the above all safety relief valves shall also be tested and calibrated every year.

Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.
The bidder shall keep 1 set of safety relief valves in spare for the purpose of calibration.

The bidder shall carry out retesting of pressure vessels periodically as per Gas Cylinder rules 1981 or Static & Mobile Pressure Vessels Rules.

The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall plan such maintenances during non peak hours and in consultancy with the Engineer In Charge (EIC) of Purchaser .Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

- 18.14.3.12 In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valve spring , valve plates , piston rings etc. after certain time interval, same shall replaced in the presence of PURCHASER representative.

19.0 CHECK LIST OF SCOPE OF SUPPLY

Notes :

- (i) Bidder shall furnish all equipment, drivers, auxiliary systems, instruments and controls and safety devices as per the enquiry document. Anything required over and above what is specified, for safe and satisfactory operation of the equipment package shall be included by the Bidder in his scope.
- (ii) Bidder to write YES/NO against each item. Bidder is required to include complete scope, as such 'NO' is not warranted. However, in case for any of the items if vendor's reply is 'NO', vendor should give reasons for the same:



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(iii) Bidders' scope of supply shall include but not be limited to the following:

| r. No. | Description | Specified by Purchaser (Yes/No) | Included by Bidder (Yes/No) | Remarks |
|--------|---|---------------------------------|-----------------------------|---------|
| | Each Compressor package complete with : | | | |
| 1. | Air cooled or water cooled, lube oil cooling water, inter-stage and discharge gas coolers with necessary air cooling arrangement | Yes | | |
| 2. | Combined or separate closed circuit cooling water system for compressor (As required) | Yes | | |
| 3. | Lubricating oil system for compressor. | Yes | | |
| 4. | Safety relief valves on discharge stage of the compressor | Yes | | |
| 5. | All interconnecting oil, gas, water, air piping within the compressor package | Yes | | |
| 6. | All valves, tubing, fittings as specified and required within the compressor package | Yes | | |
| 7. | Fuel supply hardware complete with SS piping, control valves, filter, vent/drain within the package suitable for the specified fuel gas | Yes | | |
| 8. | Common skid for compressor and other auxiliary systems | Yes | | |
| 9. | Acoustic enclosures for compressor for noise attenuation up to 70 dBA @ 1 m distance fitted with LEL and fire detection and Co2 flooding system as specified. | Yes | | |
| 10. | Instrumentation and control system as specified. | Yes | | |
| 11. | Cabling with cable trays for all the electrical devices within the package. | Yes | | |
| 12. | Priority panel (as specified) at package discharge | Yes | | |
| 13. | Tubing, pipes, valves and fittings as specified in tender | Yes | | |
| 14. | Y-type strainers, valves, sight flow indicators, check valves, auto/manual drain traps as required for various compressor auxiliary systems.. | Yes | | |
| 15. | All couplings and guards | Yes | | |
| 16. | Erection, testing and commissioning including supervision in the scope of bidder. | Yes | | |
| 17. | Operation and maintenance including spare parts, consumables, man power, etc. | | | |



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| | | | | |
|-----|---|------------|--|--|
| | included in the bidders scope. | | | |
| | Spares and Tools / Tackles | | | |
| 18. | Mandatory Spares if specified in the TS ” (Indicate separate price for each item) | NO | | |
| 19. | Erection and commissioning spares as recommended by Bidder including lube oil consumables etc. as required for erection & commissioning of each compressor package. | Yes | | |



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21.0 PRICE LOADING, COMPENSATION, ERECTION, TESTING AND PG TEST

21.1 This section describes the guaranteed parameter, which the booster compressor package must fulfill, the penalty for shortfall in guaranteed parameters and rejection of compressor package by the Purchaser.

21.2 The guaranteed parameter shall be adjusted to account for variation in gas composition and prevailing ambient condition during testing.

21.3 Necessary calculations correction curves shall have to be furnished by Bidder along with bid, which shall be final & no deviation shall be permitted afterwards.

21.4 In case of any inconsistency in manufacture and/or operation of supplied compressor package, Bidder shall at his own risk and cost, eliminate the defects to the satisfaction of Owner.

21.5 For loading and compensation purpose, power consumption with suction pr of 30 to 225 kg/cm² and discharge pr equal to dispensing pressure may be considered. Dispensing pr will depend on empty vehicle pr. to be fuelled and compressor discharge pr may not be 250 kg/cm²g continuously.

21.6 Bidder shall furnish guaranteed value as per Clause No.14 (Guarantee Parameters.) of TS enclosed with this specification.

21.7 Compressor Capacity

Bidder shall guarantee average capacity of 400 Sm³/h from suction pressure 30 to 225 kg/cm² at suction temperature of 30⁰ C, discharge pressure of 250 kg/cm² with the no negative tolerance for errors in instruments and measurements.

21.8 Price Loading Criteria of compressor

The guaranteed KW including all losses such as mechanical, transmission, power absorbed by compressor driven auxiliaries like cooler fans etc. but excluding air compressor at guaranteed flow with zero percent positive tolerance, of all the technically qualified Bidder shall be compared.

On the basis of the lowest KW quoted by the Bidder, other shall be loaded as follows;

Total cost of the package for evaluation purpose will be (A+B) as below;

Where:

A= Price evolved based on the evaluation methodology indicated in Section II of Part-II

B= Differential operating cost

B (in Rs) = (Eb-E0) X Re X 6570 X D_f

Where,

Eb = Average total power quoted by the Bidder to be loaded for compressor package in KW



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E_O = Lowest average total power quoted by the any Bidder for compressor package in KW.

Re -- Unit rate of electricity.

D_F = 3.274 (Discounting factor based on 5 years of operating years)

The financial loading on account of power demand shall not exceed 10 % of the evaluated price of the bidder.

21.9 Penalty against non performance of compressor

21.9.1 Penalty due to Power demand.

During compressor package performance test, in case the absorbed electric power at guaranteed parameters for entire compressor package including auxiliaries but excluding air compressor is more than the guaranteed power consumption mentioned at the time of bidding, penalty on the following basis shall be imposed on the Bidder :

$$EY \text{ (in Rs)} = 2.0 \times (E_{TB} - E_{GB}) \times Re \times 6570 \times D_F$$

Where,

EY = Differential electric cost.

E_{TB} = Average total power absorbed by the compressor package in KW, at the time of performance test the compressor package at site.

E_{GB} = Total absorbed power guaranteed for the complete package at the time of bidding.

Re -- Unit rate of electricity i.e. Rs 8.05 per KWH

D_F = 3.274 (Discounting factor based on 5 years of operating years)

The total penalty on account of Power consumption to be charged for non-conformance of guaranteed parameter shall not exceed 10% of compressor supply cost on FOT basis.

21.9.2 Penalty due to Compressor Capacity.

Over and above the penalty due to power consumption, If during PG test, the compressor capacity is found less than tender requirement (as per 21 above), penalty for the reduction in capacity shall be imposed on the Bidder on prorata basis based on FOT cost of compressor without any upper limit.

PRICE SCHEDULE (Domestic)

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ITEM : SUPPLY OF CNG RECIPROCATING COMPRESSORS
 Tender document no. MEC/23R8/01/51/D2/T03/SU/6508
 CLIENT : Bhagyanagar Gas Limited

In Rupees

| Item Nos. | DESCRIPTION | Unit | QTY | Harmonized System Nomenclature (HSN) code | Unit Price (INR) | | | | | | Total FOT - delivered at site, price per unit including Packing & forwarding, GST, Inland transportation charges, transit insurance, unloading, stacking etc. | | | |
|-----------|---|------|-----|---|--|--|--|---------|--|-------|---|-----------------------|--------------|-----------------------|
| | | | | | Unit Ex-works Price including Packing & Forwarding but excluding Inland Transportation upto FOT site | Unit Inland transportation charges upto FOT delivered at site including transit insurance, unloading & stacking at site etc. & other costs incidental to delivery of goods | GST (CGST& SGST/UTGST or IGST) on the finished goods and inland transportation etc. Applicable on Col. (6 +7) | | Unit FOT - delivered at site, price per unit including Packing & forwarding, GST, Inland transportation charges, transit insurance, unloading, stacking etc. | | Amount (INR) | Amount in words (INR) | Amount (INR) | Amount in words (INR) |
| | | | | | | | (INR) | (INR) | % | (INR) | | | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) (a) | (8) (b) | (9) = (6 + 7 + 8(b)) | (10) | (11) = (4 x 10) | (12) | | |
| | Min. Average 400 SCMH ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER COMPRESSORS for natural gas along with Air compressor of discharge pressure 7 kg /cm2 | | | | | | | | | | | | | |
| 1.0 | Design, Engineering, Manufacturing and Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's site /store, re-transportation of the package along with special tools & tackles from the store to actual station/site of daughter booster stations at Hyderabad, Vijayawada and kakinada of skid mounted electric motor driven hydraulic CNG Compressor Package of min. Average flow 400 SCMH capacity at suction pressure of 30 to 225 kg/cm2(g) and discharge pressure 250 kg/cm2(g) with electric motor of 22 KW complete with electrics , control cables & 4 nos. of ESDs | Nos. | 8 | | | | | | | | | | | |
| 2.0 | Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's store/site at daughter booster stations at Hyderabad, Vijayawada and Kakinada, of air compressor of 1.5 kW, discharge pressure min. 7 kg/cm2g , 100 water litre capacity air receiver and air dryer along with all accessories and auxiliaries (Air cmpressor with its auxillaries shall be located within accoustic enclosure of main compressor only). | Nos. | 8 | | | | | | | | | | | |
| 3.0 | String test of complete compressor package along with electric motor and accessories at packagers' factory | Nos. | 8 | | | | | | | | | | | |

PRICE SCHEDULE (Foreign Bidders)

PROJECT : CITY GAS DISTRIBUTION PROJECT AT HYDERABAD, VIJAYAWADA AN KAKINADA

ITEM : SUPPLY OF CNG RECIPROCATING COMPRESSORS

Tender document no. MEC/23R8/01/51/D2/T03/SU/6508

CLIENT : Bhagyanagar Gas Limited

Country of Origin.....*

Foreign Port of Loading.....*

| Item Nos. | DESCRIPTION | Unit | QTY | currency | Unit Price (please indicate currency at column (5)) | | | Total Price excluding custom duty | Estimated Shipping Wt. & Vol. of each item | |
|-----------|---|------|-----|----------|---|--|--|-----------------------------------|--|----------------|
| | | | | | CIF Port of Entry | Customs clearing and Forwarding Charges at Port of Entry, Inland Transportation for all the imported items including transit insurance, loading, unloading at site etc. and applicable GST (CGST & SGST/UTGST or IGST) on these services | Total Unit Price excluding custom duty | | Weight in KG | Volume (LxWxH) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) = (6 + 7) | (9) = (4 x 8) | (10) | (11) |
| | Min. Average 400 SCMH ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER COMPRESSORS | | | | | | | | | |
| 1.0 | Design, Engineering, Manufacturing and Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's site /store, re-transportation of the package along with special tools & tackles from the store to actual station/site of daughter booster stations at Hyderabad, Vijayawada and kakinada of skid mounted electric motor driven hydraulic CNG Compressor Package of min. Average flow 400 SCMH capacity at suction pressure of 30 to 225 kg/cm2(g) and discharge pressure 250 kg/cm2(g) with electric motor of 22 KW complete with electrics , control cables & 4 nos. of ESDs . | Nos. | 8 | | | | | | | |
| 2.0 | Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling and unloading at port and delivery at BGL's store/site at daughter booster stations at Hyderabad, Vijayawada and Kakinada, of air compressor of 1.5 kW, discharge pressure min. 7 kg/cm2g , 100 water litre capacity air receiver and air dryer along with all accessories and auxiliaries (Air compressor with its auxiliaries shall be located within accoustic enclosure of main compressor only). | Nos. | 8 | | | | | | | |
| 3.0 | String test of complete compressor package along with electric motor and accessories at packagers' factory | Nos. | 8 | | | | | | | |

| Item Nos. | DESCRIPTION | Unit | QTY | Harmonized System Nomenclature (HSN) code | Unit rate excluding GST | GST (CGST& SGST/UTGST or IGST) Applicable on Col. (6) | | Unit Price including GST | Total Price including GST | |
|-----------|--|---------|-----|---|-------------------------|---|---------------------|--------------------------|---------------------------|------------------------------|
| | | | | | Currency () | % | Amount Currency () | Amount Currency () | Amount Currency () | Amount in words Currency () |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) (a) | (7) (b) | (8) = (7)(b) +6) | (9) = (8 x 4) | (10) |
| | Min. Average 400 SCMH ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER COMPRESSORS | | | | | | | | | |
| 4.0 | Installation, commissioning & Field performance test of Compressor Package including air compressor at site. | Nos. | 8 | | | | | | | |
| 5.0 | Lump sum Annual operation, Repair & maintenance charges per Compressor Package including air compressor for 1st year warrantee period inclusive of all manpower, spare and lubricant, etc. excluding maintenance which is already covered under warranty during warranty period | Nos. | 8 | | | | | | | |
| 6.0 | Lump sum Annual operation, Repair & comprehensive maintenance charges per Compressor Package including air compressor for second year i.e. after first year of warranty period inclusive of all manpower, spare parts and lubricant, etc | Nos. | 8 | | | | | | | |
| 7.0 | Lump sum Annual operation, Repair & comprehensive maintenance charges per Compressor Package including air compressor for third year i.e. after first year of warranty period and second year of ARMC (Comprehensive annual repair & maintainance) inclusive of all manpower, spare parts and lubricant, etc | Nos. | 8 | | | | | | | |
| 8.0 | One week Training of 4 persons (2 supervisors + 2 operators) at packager's workshop covering the equipment constructional features, operational and maintenance procedures etc. Note: The travelling, boarding and lodging of Purchaser's engineers shall be borne by PURCHASER. | Lumpsum | Lot | | | | | | | |
| 9.0 | TOTAL PRICE (1.0 TO 4.0 + 5.0 TO 9.0) | | | (In Figure) | | | | | | |
| | | | | (In Words) | | | | | | |

Note:

- 1 The exact delivery location (i.e. Hyderabad, Vijayawada and Kakinada) of the compressors will be intimated before dispatch from factory after TPIA clearance
- 2 CIF price should include packing & forwarding charges & documentation charges.
- 3 Basis of evaluation and placement of order shall be on lowest FOT Site basis (refer SECTION-II)

Bidders Signature:
Company's Name
Seal:

CALCULATION OF LOCAL CONTENT

Name of Bidder :.....

ITEM : SUPPLY OF CNG RECIPROCATING COMPRESSORS

BID DOC NO. : MEC/23R8/01/51/D2/T03/SU/6508

| Cost (Domestic components) a | Cost (imported components) b | Cost Total Rs/US\$ c=a+b | % Domestic Components d=ax100/c |
|---------------------------------|---------------------------------|--------------------------|------------------------------------|
| | | | |

Note : In case bidder quotes for more than one item, calculation of local content shall be given separately for each item.-**Not Applicable for this tender.**

The currency quoted by bidder is other than Indian Rupee, exchange rate prevailing on the date of issuance of tender shall be considered for the calculation of Local Content.