



PURBA BHARATI GAS PRIVATE LIMITED

Guwahati, Assam, India

(A Joint Venture Company of Assam Gas Company Limited, Oil India Limited and Gail Gas Limited)

HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS

DOMESTIC COMPETITIVE BIDDING

Tender No.: PBGPL/C&P/EPMC/2026/773/03

(Tender ID: 2026_PBGPL_264615_1)

TABLE OF CONTENTS

SECTION I	INVITATION FOR BIDS (IFB)
SECTION II	BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY
SECTION III	INSTRUCTIONS TO BIDDERS (ITB)
SECTION IV	GENERAL CONDITIONS OF CONTRACT (GCC)
SECTION V	SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK (SOW)
SECTION VI	SCHEDULE OF RATES

SECTION-I

Invitation for Bids

SECTION-I

INVITATION FOR BIDS (IFB)

Ref.: PBGPL/C&P/EPMC/2026/773/03

Date: 29.01.2026

To,

Prospective Bidders,

Sub: HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.

Dear Sir/Madam,

1.0 PURBA BHARATI GAS PRIVATE LIMITED (PBGPL), having its registered office at 6th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati-781005, has been authorised by Petroleum and Natural Gas Regulatory Board (PNGRB), to carry out City Gas Distribution business and build related infrastructure at Kamrup, Kamrup Metropolitan Districts (GA- 9.03) and Cachar, Hailakandi & Karimganj districts (GA 9.02) under the 9th round of CGD bidding.

PBGPL, a JV company of Assam Gas Company Limited (AGCL), Oil India Limited (OIL) and GAIL Limited (GGL) (CIN No. U40200AS2019PTC019678), has been awarded the work for laying, establishing, building and providing Natural Gas Connectivity in GA 9.02 and GA 9.03. PBGPL is committed to build a network of pipelines and other infrastructure to provide Compressed Natural Gas (CNG) for Auto Segment and Piped Natural Gas (PNG) for domestic, industrial and commercial customers.

PBGPL invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents:

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.		
(B)	TENDER NO. & DATE	PBGPL/C&P/EPMC/2026/773/03 Dated 29.01.2026		
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM		
		TWO BIDS SYSTEM		✓
(D)	TYPE OF TENDER	E TENDER		✓
		MANUAL		
(E)	COMPLETION/CONTRACT PERIOD	The duration of the contract shall be 02 years w.e.f. the date specified in the FOA/LOA/Notification of Award. It may be further extended for a period of 1 (one) year on the same terms and conditions and on sole discretion of PBGPL.		

(F)	TENDER FEE (Inclusive of GST @18%)		APPLICABLE		
			NOT APPLICABLE	✓	
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)		APPLICABLE	✓	
			NOT APPLICABLE		
			Amount: INR 12,91,107.00		
			Note: Refer clause no. 16 of ITB for further details.		
(G1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2(A).			
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From bid start date to bid due date on following websites: (i) PBGPL Website- www.pbgpl.com (ii) Govt. e-Procurement System of National Informatics Center (GePNIC) portal [e-tender portal] – https://etenders.gov.in			
(I)	DATE, TIME AND VENUE OF PRE- BID MEETING	05.02.2026 at 12:00 Hrs. Venue: Purba Bharati Gas Pvt. Ltd, 6 th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati-781005. Bidders may also join the Pre-Bid Meeting virtually through the below link: Video call link: https://meet.google.com/guk-oqsx-vti			
(I)	LAST DATE, TIME & VENUE OF BID SUBMISSION	Date: 18.02.2026 Time: 14:00 Hrs.			
(J)	DATE, TIME & VENUE OF BID OPENING	Date: 19.02.2026, Time: 15:00 Hrs. Google Meet joining info Video call link: https://meet.google.com/cad-juww-vas			
(K)	CONTACT DETAILS	i) Purba Bharati Gas Pvt. Ltd, e-mail: contract@pbgpl.com website: www.pbgpl.com			
L)	BID VALIDITY	Minimum 90 (Ninety) days from Final Bid Closing Date.			

		<p>Note: In exceptional circumstances, PBGPL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.</p>
--	--	---

In case of the days specified above happens to be a holiday in PBGPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document 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 Bid must be submitted only on CPP Portal (<https://etenders.gov.in/eprocure/app>). Further, the following documents in addition to uploading the bid on e-tender portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-

- i) EMD/Bid Security/Bid Bond
- ii) Line of Credit (if applicable)

Further, PBGPL reserves the right to seek in physical form (original/notarized true copy) of any document (s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited / Bid Security Declaration clause shall be invoked.”

- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from website as mentioned at 2.0 (H) of IFB 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.
- 6.0 PBGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 7.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 8.0 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 subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document

- 8.0 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.
- 9.0 Any revision, clarification, 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. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post

This is not a Contract/Order.

For Purba Bharati Gas Pvt. Ltd.

(Authorized Signatory)

Chief Executive Officer

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : PBGPL/C&P/EPMC/2026/773/03
(Tender ID - 2026_PBGPL_264615_1)

Description : **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS**

Due Date & Time : 18.02.2026 by 14:00 Hrs.

From

To,

M/s	M/s Purba Bharati Gas Pvt. Ltd. 6 th Floor, Central Mall, Christian Basti, GS Road, Guwahati, Assam 781005
--------------------	--

(To be pasted on the envelope containing EMD / Bid Security (if applicable) [In case of online transaction, submission of EMD in original is not applicable], Power of Attorney & Integrity Pact)

SECTION-II
BID EVALUATION CRITERIA (BEC) AND
EVALUATION METHODOLOGY

A. **TECHNICAL CRITERIA:**

A.1 a) **Bidder should have experience in providing Engineering and Project Management and Consultancy (EPMC) Services for Construction and Supervision comprising of Steel/PE Laying, CNG Station etc. in City Gas Distribution (CGD) company including design & detailed engineering, procurement/tendering services, site supervision and project management services.**

b) The bidder should have successfully completed at least single contract for the job/ criteria as stated above at A.1 a) in previous 7 (seven) years reckoned from the final bid due date for the value not less than the value **Rs 304.70 Lakhs.**

OR

The bidder should have successfully completed at least two contract(s) for the job/ criteria as stated above at A.1 a) in previous 7 (seven) years reckoned from the final bid due date for the value not less than the value **Rs 190.44 Lakhs.**

OR

The bidder should have successfully completed at least three contract(s) for the job/ criteria as stated above at A.1 a) in previous 7 (seven) years reckoned from the final bid due date for the value not less than the value **Rs 152.35 Lakhs.**

A.2 Bidder should have valid ISO 9001:2015 Certification/latest certifications or equivalent established Quality Management System Certification.

A.3 In case the bidder is executing a rate / maintenance contract of above nature which is still running and the contract value executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value mentioned in the BEC (as mentioned above at clause no. A.1), such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

Note 1:

- (i) *Definition of Executed: means successfully executed & completed.*
- (ii) *Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details below. Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reasons.*
- (iii) *Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/ WO/ LOA is to be submitted by bidder in response to TQ/ CQ so as to qualify and such documents will not be considered by PBGPL for evaluation of Bid.*
- (iv) *A job executed by a bidder for its own plant /projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory 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.

- (v) In case bidder has executed multiple order/contracts under a rate contract/agreement, all executed orders/contracts shall be considered as single order/contract for evaluation of credentials of a bidder for meeting the experience criteria as mentioned above.*
- (vi) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.*

B. FINANCIAL CRITERIA:

B.1 Annual Turnover - The minimum Average Annual Financial Turnover of the bidder during preceding Three (03) financial years as per the audited annual financial statements, should be **Rs. 190.44 Lakhs.**

B.2 Net worth - Net worth of the bidder should be positive as per the immediate preceding audited financial statement of financial year. For the purpose of net worth for this tender, the same shall be as defined in "Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder" enclosed in the tender document.

B.3 Working Capital - The minimum working capital of the bidder as per the audited financial statement of immediate preceding financial year, shall **Rs. 38.09 Lakhs.**

Note to BEC-Financial:

- (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 in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions, or in response to commercial query failing which bid shall be rejected.

- (ii) **Average Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

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

Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth / Working Capital.

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

(a) BEC (Technical Criteria): Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) BEC (Financial Criteria):

(i) For Annual Turnover:

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) For Net-Worth & Working Capital:

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

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

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

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

D. Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by PBGPL for evaluation of Bid.

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

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

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

NOT APPLICABLE FOR THIS TENDER

F. DOCUMENTS REQUIRED: DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

Documents required to be submitted by bidder along with the bid for qualification of BEC:

BEC Clause No.	Description	Documents required for qualification
BEC-Technical		
A.1 (a) & (b)	Experience	<p>To meet Technical BEC as per clause A.1 (a) & (b):</p> <p>(i) Detailed Work Order/LOA/Contract Agreement along with its detail SOR items & scope of work.</p> <p>(ii) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.</p> <p>In case of rate / maintenance contract - Satisfactory work execution certificate issued by the end user / owner / authorized consultant.</p> <p>Note: The completion/execution certificates shall have details like Work Order/LOA/Contract Agreement no. with date, brief scope of work/ name of work, order value, total executed value, completion date etc.</p>
A.2	ISO 9001:2015 Certification	Bidder must submit valid ISO 9001:2015 Certification/latest certifications or equivalent established Quality Management System Certification.
A.3	Experience against execution of running ARC (Annual Running Contract).	<p>Bidder must submit/upload:</p> <p>a) Copy of Work Order /LOA/Contract/Agreement and its corresponding Execution Certificate (against for the running contract) clearly mentioning the executed value till one day prior to due date for bid submission, which must be equal to or more than the minimum prescribed value</p>

		mentioned in BEC Sr. No. A.1 (a) and A.1 (b). The execution certificate must contain the detailed information like Work Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate should have been issued by the end-user/owner/authorized consultant.
Only Documents (Work order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid submitted by the bidder shall be considered in reply to queries during evaluation of Bids.		
	BEC FINANCIAL	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
B.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc. of three (3) preceding Financial Year(s).
B.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.
B.3	Working Capital	<p>Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc for the immediate preceding Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital.</p> <p>Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder.</p> <p>The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).</p>

Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

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

Technical Criteria of Bid Evaluation Criteria (BEC):

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.

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:

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 / Eurlng or Equivalent Registered Engineer of manufacturer'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 manufacturer'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.

Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit copy of audited annual financial statements along with "Details of financial capability of bidder" in prescribed format 'F-10' duly signed and stamped by a Chartered Accountant.

Further, copy of audited annual financial statements (immediate three preceding financial years) submitted in bid shall be duly certified/ attested by notary public with legible stamp.

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

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

In absence of requisite All documents, PBGPL reserves the right to reject the bid without making any reference to the bidder.

H. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also

be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company or vice versa.

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

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

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

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

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

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

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
- 4.0 The clause J as below shall be applicable to above supporting company also.

I. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of

bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for** purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. "Beneficial owner" for the purpose of above (4) will be as under:

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. "Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note:

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

7. VOID

8. VOID

9. SUBMISSION OF CERTIFICATE IN BIDS:

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

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

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

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

K) EVALUATION AND COMPARISON OF BIDS:

- i) Initially, Bids from all the bidders shall be evaluated as per the BEC (Technical) and BEC (Financial) as mentioned in Clause A and B and only those bids which qualify this criterion will Qualify for further evaluation.
- ii) Bids, qualifying the BEC(Technical) and BEC(Financial) will undergo the following evaluation process:

Points shall be allocated based on the documents submitted by the bidders; individual points given for each criterion (as elaborated in the table below) shall be summed up to arrive at the technical score/marks for each bidder. The minimum qualifying mark for the bidders is **75**.

QUALITY CUM COST BASED SELECTION (QCBS)		
Sl No.	QUALITY PARAMETER	Max. Marks Assigned
	Past Experience requirement in last 7 years reckoned from bid due date.	
A	Completed Engineering of Minimum 12" Dia X 20 Km, 300# CGD Pipeline 1.Completed 12" X 20 KM CGD Pipeline (10/10 Marks) 2.Completed 10" X 20 KM CGD Pipeline (8/10 Marks) 3. Completed 8" X 20 KM CGD Pipeline (6/10 Marks)	10
B	Completed CGD network simulation for minimum 150 Kms	10
C	Completed EPMC service for one Mother CNG station	10
D	Completed Engineering of minimum 10 Number Daughter Booster Station. (1 Marks for each Daughter Booster Station)	10
E	Completed Engineering for Procurement of Compressor, Cascade, Dispenser, Odorizing Unit. (2.5 Marks for each Equipment) i.e. 2.5 marks for Compressors 2.5 marks for Cascades 2.5 marks for Dispenser 2.5 marks for Odorizing Unit	10
F	Completed Design & Engineering for minimum 1 no. Natural Gas Decompression Unit	5
G	Completed Design, Engineering and Procurement of a minimum of 100 PRS/MRS (either individually or in combination)	10
H	Completed Design, Engineering and Procurement of minimum 1,000 Prepaid smart meters with software system and data service for CGD.	10
I	The bidder should have license of latest version of below mentioned software as on bid publish date. (2.5 Marks for each Software) 1. Pipeline Studio 2. Ceaser 3. Mat 3D 4. Stadd Pro.	10
J	At least 50 nos. Engineering personnel is working in the Engineering Consultancy Firm (excluding site	10

	<p>person) including Process, Pipeline, piping, Electrical, Instrumentation, Mechanical, Civil shall be required. (Client may visit bidder engineering office to verify minimum 50 nos. of engineering personnel.</p> <ol style="list-style-type: none"> 1. Equal to or more than 50 nos. manpower (10/10marks) 2. Equal to or more than 40 nos. manpower but less than 50 (8/10 marks) 3. Equal to or more than 25 nos. manpower but less than 40 (5/10 marks) 4. Less than 25 nos. manpower (3/10 marks) 	
K	<p>The bidder shall have prior experience of providing EPMC services to a City Gas Distribution (CGD) company wherein GIS-based network mapping and SAP ERP systems were implemented and used during project execution</p>	5
TOTAL		100

- iii) Bids from all the bidders shall be evaluated and point/mark shall be allocated based on the documents submitted by the bidders. Individual points/marks given for each criteria shall be summed up to arrive at the total score/mark of each bidder.
- iv) Proposals from bidders who meet the BEC (Technical) and BEC (Financial) as mentioned in Clause A and B (based on the Bid Evaluation Criteria) as defined in the tender documents and achieve a minimum technical score (St) of 75 marks in the quality technical parameters will be considered for further evaluation. The price bids will only be opened for those bidders who meet the above criteria.
- v) The bid shall be evaluated based on the overall score using the quality and Cost based Selection (QCBS) method and job shall be awarded to the overall highest rank bidder.
- vi) The “Schedule of Rates” quoted, including GST, shall be taken up for evaluation and the entire work shall be finalized on ‘Quality and Cost based selection (QCBS) methodology. The ratio of weight towards quality and cost shall be **80:20**.
- vii) After opening of priced bids of all qualified bidders, the bidder with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The relative financial scores of other bidders shall be computed as per the formula given above.
- Sf = 100 x Fm/F**
- Where, F = Amount of Financial Proposal
- viii) The total score of the bidder shall be obtained by weighting the combined quality/technical scores and cost scores and adding them as follows:
- S = (St x Tw) + (Sf x Fw)**
- Where, S = Total score
 - St = Combined technical score
 - Sf = Combined financial score
 - Tw = Weight of Technical Score, i.e. 0.8
 - Fw = Weight of Financial Score, i.e. 0.2
- The bidder with the highest total score (S) shall be considered for award of job.
- ix) In the event two or more bidder have same score in the final ranking, the bidder with highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical

score, the bidder with highest turnover in immediate preceding year shall be considered as successful bidder.

- x) Details of documents required for evaluation of above quality parameters are as follows:

For Sl no. A, B, C, D, E, F, G, H and K

Bidder shall submit documentary evidence in the form of copy of work orders / execution orders and relevant completion / execution certificate issued by the client duly certified by notary public.

The Bidder may also submit invoice copies and proof of payment duly certified by client.

For Sl no. I

Bidder shall submit valid license issued by OEM or authorized reseller showing bidder's name, version and validity. The documents submitted must be duly certified by notary public.

For Sl no. J

Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of Department of HR department confirming that the above personnel/ employees are on permanent pay roll for minimum of last 2 years as on bid due date. The undertaking should be certified by notary public.

- B. Note: Preference as per Public Procurement Policy-2012 (PPP-MSE) & Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII) shall be applicable after considering the subject job is "Non-Splitable" in Nature.**

UNDERTAKING ON LETTERHEAD

To,

M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

**SUB: HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES
FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI &
KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (Name of Bidder) is:

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

To,

M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

**SUB: HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES
FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI &
KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir

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

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

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

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

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

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

Appendix-A1 to Section II

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Purba Bharati Gas Pvt. Ltd. (hereinafter referred to as PBGPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to PBGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise PBGPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the PBGPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to PBGPL including extension if any and till satisfactory performance of the contract, the same is awarded by PBGPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and PBGPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by PBGPL, however without prejudice to any rights that PBGPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to PBGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s.

For and on behalf of M/s.
(Supporting Company)
M/s

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)

Appendix-A2 to Section II**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(to be executed on plain paper)**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Purba Bharati Gas Private Limited, a company duly registered under the law of India having its Registered Office at 6th Floor, Central Mall, Christian Basti, G S Road, Guwahati, Assam-781005, India, and having Purchase center at hereinafter called “PBGPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS PBGPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by PBGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the conditions for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the PBGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the PBGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the PBGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the

PBGPL and duly perform the obligations of the Bidder to the satisfaction of the PBGPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to PBGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between PBGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of PBGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by PBGPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and affect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards PBGPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and PBGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of PBGPL about performance of the bidder/Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of PBGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf

The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

- 10 The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee no. _____ furnished against tender no. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

Appendix-A3 to Section II
PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT "

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Purba Bharati Gas Pvt. Ltd. 6th Floor, Block-A, Central Mall, G. S. Road, Christian	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	

Basti, Guwahati,
Assam, Pin: 781005,
India

**Stamp Sl. No./e-Stamp
Certificate No.**

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "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 _____ (herein after called CONTRACT) for Purba Bharati Gas Private Limited having registered office at 6th Floor, Central Mall, Christian Basti, G S Road, Guwahati, Assam-781005 (herein after called the "PBGPL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between PBGPL and the SUPPLIER and PBGPL having agreed that the 'SUPPORTING COMPANY' shall furnish to PBGPL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the SUPPLIER for successful completion of the contract as mentioned above.

1. The said M/s. _____ (Supporting Company) 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.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by PBGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by PBGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that PBGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that PBGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that PBGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in PBGPL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of PBGPL or any indulgence by PBGPL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of PBGPL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till PBGPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of PBGPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. / US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
10. 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.
11. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force up to _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of PBGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail:
Telephone/Mobile No.:

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

- a) 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 Guwahati, India.
- b) 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 as per format appended below.
- c) The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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

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

1	BANK GUARANTEE NO	:	
2	VENDOR NAME	:	NAME

3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
(Please Tick (✓) Whichever is Applicable)			PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
BG ISSUED BANK DETAILS						
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		

SECTION-III
INSTRUCTION TO BIDDERS
(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS))

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING

6. SITE-VISIT

[B] TENDER DOCUMENT:

- 7. CONTENTS OF TENDER DOCUMENT
- 8. CLARIFICATION OF TENDER DOCUMENT
- 9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

- 25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
- 26. BID OPENING
- 27. CONFIDENTIALITY
- 28. CONTACTING THE PURCHASER
- 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
- 30. CORRECTION OF ERRORS
- 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
- 32. EVALUATION AND COMPARISON OF BIDS
- 33. QUANTITY VARIATION
- 34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

- 35. AWARD

36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT / COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISION FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
52. DOCUMENTS FOR PAYMENT
53. ORDER TRANSMITTAL SYSTEM
54. PROCUREMENT PREFERENCE POLICY, ASSAM, 2015 & AMENDMENT 2017
55. ORDER OF PRECEDENCE FOR PURCHASE PREFERENCE CLAUSE

[G] ANNEXURES:

1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
2. **ANNEXURE-II:** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. **ANNEXURE-III:** ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. **ANNEXURE-IV:** BIDDING DATA SHEET (BDS)
5. **ANNEXURE-V:** POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
6. **ANNEXURE-VI:** PROCUREMENT PREFERENCE POLICY, ASSAM, 2015 & AMENDMENT 2017

INSTRUCTIONS TO BIDDERS [ITB]

[A] GENERAL

1. SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in this Invitation for Bids [Bidding Document/ Tender Document] issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous
- 1.2 SCOPE OF BID: The Scope of Services shall be as defined in Section 3 of the Bidding Documents.

- 1.3 The successful bidder is expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents,
 - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
 - b. 'Day' means 'Calendar Day'
 - c. The singular shall include the plural and vice versa wherever the context so requires.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency(ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by PBGPL 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 Bid Submission.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders 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 same has to be promptly informed to PBGPL by the bidder.

It shall be the sole responsibility of the bidder to inform PBGPL in case the bidder is put on 'Holiday' by PBGPL or Public Sector Project Management Consultant (such as 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 tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

- 2.3 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to PBGPL by the bidder.

It shall be the sole responsibility of the bidder to inform PBGPL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 38 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services form a part of or
 - (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

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

2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO/Chairman/ 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 authorized 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.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman 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.

The person holding Power of Attorney shall be also be authorized to nominate. "Contractor's Representative" for execution of Contract in case of award.

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section-II.

3. BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATASHEET(BDS)) – NOT APPLICABLE

4. ONE BID PER BIDDER

- 4.1 A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid.

- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

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

5. COST OF BIDDING

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 Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, PBGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6. SITE VISIT ---- Not Applicable

[B]– BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB 8.0 & 9.0"

Section-I:	Invitation for Bids [IFB]
Section-II:	Bid Evaluation Criteria [BEC] & Bid Evaluation Methodology
Section-III:	Instructions to Bidders [ITB]
Section-IV:	General Condition of Contract [GCC]
Section-V:	Special Conditions of Contract [SCC]
Section-VI:	Scope of Work
Section-VII:	Schedule of Rates

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

7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify PBGPL in writing or by fax or email at PBGPL' mailing address indicated in the 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 closing date in cases where pre-bid meeting is not held. PBGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. PBGPL may respond in writing to the request for clarification. PBGPL' response including an explanation of the query, but without identifying the source of the query will be uploaded on PBGPL' website, as mentioned in BDS / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to PBGPL in the format **"F-18"**.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on PBGPL' websites, as provided in BDS. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if it considers 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 amendment issued thereof.

[C]- PREPARATION OF BIDS

- 10. LANGUAGE OF BID:** The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and PBGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in 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.

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING:

In case the Bids are invited under the two Bid system, the Bid prepared by the Bidder shall comprise the following components.

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" Shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'F-1'
- (c) 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. 'Schedule of Rates (Unpriced Bid)' to be considered for the same.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'

- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section 1.1 of Tender Document.
- (g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no. 2.7 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD / Declaration for Bid Security, as per Clause 16 of ITB.
- (j) Copy of Integrity Pact as per Form F-13 (if applicable)
- (k) Undertaking as per Form-1 to Annexure-V to Section-III by MSE bidders and Class I Bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP-MII), if applicable, Procurement Preference Policy, Assam/ Public Procurement Policy-2012.
- (l) Undertaking as per Form-2 to Annexure-V to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-V (if applicable) to Section-III (Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not).
- (m) Undertaking as per Form-I-A to Section-II & Form-I-B to Section-II (if applicable) regarding Provisions for Procurement from a Bidder which shares a land border with India.
- (n) All other forms and Formats including Annexures.
- (o) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (p) Form in respect of Procurement Preference Policy, Assam
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.
- (r) Any other information/details required as per Bidding Document.

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

11.1.1.2 ENVELOPE-I: "TECHNO-COMMERCIAL/UN-PRICED BID" Should comprise all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond. However, bidders must send the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to Purba Bharati Gas Private Limited, 6th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati-781005, Assam in a sealed envelope, super scribing the Tender details & number.

All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

11.1.2 ENVELOPE-II: PRICE BID

11.1.2.1 PRICE of the Bid shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing in the sealed envelope "Price- Do Not Open".

Priced Bid of the Bid shall be submitted in another properly sealed envelope and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. This Price Bid envelope should clearly indicate the name of the Bidder and Tender No. This envelope should

be a separate one and in no case should mixed with Un-Price Bid Folder/Envelope. **i.e., The Priced-bid must be submitted in a separate envelope with properly sealed condition.**

11.1.2.2 The Price bid to be submitted/uploaded in accordance with clause 8.2 of Annexure-I.

- i. Prices are to strictly as per the Schedule of Rate of the bidding documents and inserted in the priced bid envelope only. Submission of prices in Unpriced bid folder shall lead to rejection of the bid. PBGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii. Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii. If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv. In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Services and the same will be conclusive and binding on the bidder.
- v. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above shall be submitted. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e- tender portal (<https://etenders.gov.in/eprocure/app>) as follows:

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security/Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable), Line of Credit (if applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening. Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same 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 Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2.2 hereinabove and to upload in financial bid in the e- tender portal.

12. SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).

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

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract("GCC"), Special Conditions of Contract("SCC") or any other part of Bidding Document, the prices quoted shall deem to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format given in the bidding document) and SOR.PBGPL GST numbers shall be provided on award.

12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as stipulated in Clause no. 30 of ITB of bidding document.

12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

12.8 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.

12.9 The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude.

13. TAXES AND DUTIES

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, PBGPL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of PBGPL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from PBGPL to the government exchequer, then, that Contractor shall be put under Holiday list of PBGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on PBGPL.

13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

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

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

13.5 Where PBGPL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):

13.5.1 Owner/PBGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/ PBGPL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

13.6.1 Owner/ PBGPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If

directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

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

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

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

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

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

13.9 Regarding Reconciliation between GSTR 2A and Input Tax Credit

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

13.10 Anti-profiteering clause

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

13.11 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 PBGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then PBGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/ recover such GST along with all penalties / interest, if any, incurred by PBGPL.

- 13.12 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.
- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 13.14 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount. Based on the Total Cash Outflow calculated as above, PBGPL shall place orders.

13.14 Provision w.r.t. E- Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by PBGPL as no ITC (Input Tax Credit) is allowed on such invoices.

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

If input tax credit is not available to PBGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E invoicing cases), then PBGPL 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 / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-17 along with documents for release of payment.

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion

Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

- 15.1 Bids shall be kept valid for a period of 90 days from the Final Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by PBGPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. 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/ BID SECURITY

- 16.1 Bids must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of "Online Banking transaction" or 'Demand Draft' or 'Banker's Cheque' [in favour of Purba Bharati Gas Private Limited, payable at the place as defined in BDS] or 'Bank Guarantee' or 'Letter of Credit' as per the format given in Form -4/4A of the bidding documents [in favour of PURBA BHARATI GAS PVT LTD]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

To enable the bidders to utilize online transaction option, Bank details of PBGPL is as specified in Bid Data Sheet [BDS].

Bidder is required to upload the successful Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.

- 16.2 The 'Bid Security' is required to protect PBGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 PBGPL/ shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' 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. 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 foreign currency and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by PBGPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- 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 bids during the period of bid validity (after Due Date and Time for Bid Submission).
 - d. Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e. In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Letter of Award" / Fax of Acceptance [FOA]"
 - (ii) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - (ii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security in DD or BC form should be in favour of Purba Bharati Gas Private Limited and addressed to PBGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. **The 'Bid Security' should be in the form provided at 'Form F-2'.**
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39.0 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security. Further, Start-ups are also exempted from the payment of EMD.
- Note: MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at **Form F-2A**.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ Contract.
- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 16.12 In case of submission of EMD in the form of FDR, the points mentioned below shall be applicable:**
- a) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Purba Bharati Gas Private Limited".

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

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

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

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

- b) The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- c) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Guwahati.
- d) FDR in Original and Third-Party Deposit Confirmation Letter in Original has to be kept in Custody of PBGPL

17. PRE-BID MEETING: (FOR APPLICABILITY OF THIS CLAUSE REFER IFB)

- 17.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. 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 and give hands-on tendering process. The Bidder must submit their queries / clarifications to PBGPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on PBGPL tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause- 7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause- 9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

- 18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or

amendment(s) have been made shall be initiated by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.

19. ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. PBGPL will accept bids based on terms & conditions of "Bidding Documents" only. PBGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. PBGPL' determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. PBGPL reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer 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) Earnest Money Deposit / Bid Security
- c) Specifications & Scope of Services
- d) Schedule of Rates / Price Schedule / Price Basis
- e) Duration / Period of Contract/ Completion schedule
- f) Period of Validity of Bid
- g) Price Reduction Schedule
- h) Contract Performance Bank Guarantee / Security Deposit
- i) Guarantee / Defect Liability Period
- j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- k) Force Majeure & Applicable Laws
- l) Payment terms
- m) Integrity Pact, if Applicable
- n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid
- o) Submission of prices in un priced/technical Bid

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

20. E-PAYMENT

- 20.1 Purba Bharati Gas Pvt. Ltd. has introduced payments to Suppliers and Contractors electronically, through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.
- 20.2 Further, 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.

[D] – SUBMISSION OF BIDS

21. BID SUBMISSION

- 21.1 Bids shall be submitted on e-tender portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.
- 21.3 Bidders are required to submit original Bid Security/ EMD, Power of Attorney and any other documents (as specified in the tender) at the address specified in BDS
- 21.4 All the bids shall be addressed to:
- COO, Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

22. DUE DATE AND TIME OF BID SUBMISSION

- 22.1 The bids must be submitted in e-tender portal not later than the date and time specified in the tender documents/BDS.
- 22.2 PBGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of PBGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on PBGPL' website.

23. LATE BIDS

- 23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission and no bids can be submitted thereafter.

24. MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document
- 24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.
- 24.3 Withdrawal/Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of

bid or varying any term in regard thereof leading to re-tendering, PBGPL shall forfeit EMD paid 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 as per Annexure-IV of ITB.

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

25.1 PBGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for PBGPL' action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which PBGPL shall respond quickly.

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But such representation has to be sent up to 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by PBGPL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in tender can make such representation
- ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

However, following decisions of PBGPL/ MECON shall not be subject to review:

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

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1 Unpriced Bid Opening: PBGPL 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 statement/ register evidencing their attendance.

26.2 Price Bid Opening: PBGPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present

shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened.

26.4 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27. CONFIDENTIALITY:

27.1 During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28. CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money / Bid Security';
- d) Is substantially responsive to the requirements of the Bidding Documents; and
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

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

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

29.3 Null

29.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document
(For example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the PBGPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30. CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor 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. The amount shall be re-calculated/corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.

30.2 The amount stated in the bid will be adjusted by the Employer 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 bid security shall be forfeited.

31. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section I of bidding document.

32. COMPENSATION FOR EXTENDED STAY- NOT APPLICABLE

33. PURCHASE PREFERENCE

Purchase preference to Micro & Small Enterprises (MSEs) as per PPP-2012/ Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

[F] – AWARD OF CONTRACT

34. AWARD

Subject to "ITB: Clause-29", PBGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

35.1 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 PBGPL 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 PBGPL and successful Bidder (i.e., Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / 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. PBGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

35.2 Contract period shall commence from the date of "Letter of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-36".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee/Security Deposit', pursuant to "ITB: Clause: 37", PBGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

36. SIGNING OF AGREEMENT

36.1 PBGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to PBGPL.

36.2 The successful Bidder/ Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified in Bid Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

37. CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

37.1 Within 30 days of the receipt of the notification of award/ FOA from PBGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit in accordance with clause 10 of General Conditions of the Contract. The Contract Performance Guarantee 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.

In case, PBGPL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year

charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of FOA/Notification of award) plus 4.0% per annum (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA

- 37.2 The Contract Performance Guarantee 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 Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties.
- 37.3 Bank Guarantee towards Contract Performance Guarantee 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 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 foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.
- 37.4 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.
- 37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.
- 37.6 Further, the bidder can submit CPBG on line through issuing bank to PBGPL 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 PBGPL.
- 37.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ contract.
- 37.8 The successful bidder can also submit the SD/CPS through online banking transaction i.e., IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of PBGPL's Bank Account are mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA. While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 37.9 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.
- 37.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 37.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- a) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of “Purba Bharati Gas Private Limited”.

The FDR shall be in the name of the Purba Bharati Gas Private Limited (PBGPL) A/c (Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of PBGPL. However, PBGPL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

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

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

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

- b) The FDR submitted should have a validity of at least ‘three [03] months’ beyond the Warranty Period/Defect Liability Period.
- c) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Guwahati.
- d) FDR in Original and Third-Party Deposit Confirmation Letter in Original has to be kept in Custody of PBGPL

38. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.

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

Not with standing anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in PBGPL ‘Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices’ (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by PBGPL., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Purba Bharati Pvt. Ltd., such decision of Purba Bharati Gas Pvt. Ltd. shall be final and binding on such Vendor/Supplier/Contractor/Bidder/Consultant and the 'Arbitration clause' in the GCC and other" CONTRACT DOCUMENTS "shall not be applicable for any consequential issue/dispute arising in the matter.

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within 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 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quotas shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above. In case tendered item is non-split able 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.

39.2 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 at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:

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

39.2 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit **Udyam Registration Certificate** for availing benefit under Public Procurement Policy for

MSEs-2012. Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

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

Accordingly, in case of upward change in status (from earlier status as ‘Micro’ or ‘Small’ enterprise in Udyam registration certificate), bidder is required to submit the previous Udyam registration certificate also to get the benefits available to MSEs.

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

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

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

39.3 If against an order placed by PBGPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no. 39.2 above with prior consent in writing from PBGPL, 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.

39.4 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.

39.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40. AHR ITEMS – NOT APPLICABLE

41. DISPUTE RESOLUTION MECHANISM

41.1 QUARTERLY CLOSURE OF THE CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, PBGPL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for

resolution. Vendor/ Supplier/ Contractor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. **For applicability of 'Quarterly Closure', please refer BDS.**

42.2 CONCILIATION AND ARBITRATION

Shall be as per section-VI of General Conditions of Contract (GCC)

42. INCOME TAX & CORPORATE TAX

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

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

42.3 TDS, wherever applicable, shall be deducted as per applicable act /law/rule.

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 lacs per transaction or as amended from time to time. Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

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

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

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, PBGPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment. In case any financial implication arises on PBGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. PBGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by PBGPL in future to the service provider under this contract or under any other contract.

44. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

45. DOCUMENTS FOR PAYMENT

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

46. NULL

47. UPWARD REVISION IN THE RATES OF MINIMUM WAGES, BY GOVT. OF INDIA, DURING THE CONTRACT PERIOD

Unless otherwise specifically mentioned in the Special Condition in the Contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the Contract Period.

Annexure-I to Section-III

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.

- A2 “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.
- A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 Appellate Authority” shall mean Committee of Directors of Purba Bharati Gas Private Limited.
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and banning of business dealings with Agency/(ies) and shall be the “CEO”.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of PBGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the PBGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding PBGPL's rights of audit or access

to information.

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

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

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

Further, such agency shall be banned for future business with PBGPL for a period specified in para-B 2.2 below from the date of issue of banning order

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of PBGPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, PBGPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order

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 in PBGPL/ GAIL Gas Limited/ PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by PBGPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department 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:

- D.2.1 The order of suspension would operate initially for a period not more than 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 one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing 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 PBGPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of PBGPL, GAIL Gas Limited or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

- F.** 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

Annexure-II to Section III

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements. The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with PBGPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 **METHODOLOGY**

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned 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 PBGPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in- charge/Project-in-charge:

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, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One Year**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/ Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

(a) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**

(b) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such

Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/
Supplier/Contractor/ Consultant to improve their performance.

5.2 **FOR CONSULTANCY JOBS**

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 **FOR OPERATION & MAINTENANCE**

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)
Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday (Red Card) for One Year**

- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/

Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

- C) Where Performance rating is “FAIR”
Issuance of warning to such defaulting Vendors/Contractors/ Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 7.3. Effect on other ongoing tendering:

- 7.3.1 after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the party shall be ignored.

- 7.3.2 after opening technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious

complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to PBGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the 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.
- (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 Purba Bharati Gas Private Limited.

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, PBGPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s). Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para-A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

- 12.** In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of PBGPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from PBGPL to the government exchequer, then, that Supplier shall be put under Holiday list of PBGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on PBGPL.

PURBA BHARATI GAS PVT. LTD.
PERFORMANCE RATING DATA SHEET
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
--------------------------	-------------------------	------------------------	-----------------------------	-------

Maximum Marks	40	40	20	100
Marks Allocated (*)				

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

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
----------------------	---	----------

ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-III to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS **(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

1. General

This section contains detailed instructions regarding bid submission procedure under e- tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in this document for e-tendering, Bidders manual kit and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

2. About E-Tender Portal (Web)

Purba Bharati Gas Pvt. Ltd. (PBGPL) is presently implementing CGD projects in GA9.02 (Cachar, Karimganj & Hailakandi districts GA) & GA9.03 (Kamrup & Kamrup Metro districts GA). PBGPL has associated with Govt. e-Procurement System of

National Informatics Center (NIC) for processing e-tenders. CPP is a secured and user-friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://etenders.gov.in/eprocure/app> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and uploading of SOR/Price Schedule (PriceBid) and technical bids in the portal in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

3. **Bidders Manual Kit**

Bidders who wish to participate in e-tenders must download **Bidders Manual Kit** from (<https://etenders.gov.in/eprocure/app>) which contains instructions in respect of e-Tendering, Instructions To Bidder for Online Bid Submission, Registration of Bidders (obtaining unique login ID and password, re-setting the password, registering of Digital Signature Certificate (DSC) with respective user id), Bidders Manual for Tender Cum Auction, Online e-Bid Submission (downloading of Tender document and uploading of Offer/Bid etc.), Online Bid Withdrawal, Online Bid Re-submission, Clarifications (Tender Status, My Archive...), Frequently encountered problems and solutions under Trouble Shooting, BoQ Preparation Guidelines Etc.

Further, the troubleshooting issues are also available in the form of FAQs, which can be accessed from CPP Portal (<https://etenders.gov.in/eprocure/app>).

4. **Pre-requisite for participation in bidding process**

The following are the pre-requisite for participation in e-Tendering Process:

4.1 PC/Laptop with Windows OS, Internet Explorer

- A computer system with a high-speed internet connectivity.
- Internet Explorer 10 or above, Mozilla Firefox version to version 49 or Firefox ESR 52
- Operating system: Windows based or Linux OS, with which your DSC (Digital Signature Certificate) is compatible.
- Java Run Time Engine: Java version 8 update 161 and above

4.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity with at least 2Mbps speed (512 kbps Speed) (preferably Broadband) to access e-Tender Portal for downloading the Tender document and uploading/submitted the Bids.

4.3 A valid e-mail Id of the Organization/Firm

Bidder must possess an e-mail Id, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login Id. The e-mail Id should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-id of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

4.4 User ID and Password for new Bidder(s)

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user Id and password. Without user Id (Login Id), bidders cannot participate in E-tender. There will be single login Id for a bidder.-

To obtain User Id and Password Vendor/Bidder must visit **<https://etenders.gov.in/eprocure/app>** and perform the following steps:

- i) Click on button “Online bidder Enrolment”
- ii) Fill the **Online Enrolment of Corporate/Bidder** form and submit. Ensure that the e-mail address and mobile number given in the form is valid and active. These would be used for any communication from the E-tender Portal.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the Online Enrolment of Corporate/Bidder for User Id creation.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi) It is advised to take extreme precaution while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.
- vii) Bidder then logs in to the site through the secured log-in by entering their USERID / password and the password of the DSC / e-Token

User Id and password is unique for each vendor and the vendor can use the same to view/download/participate in all e-tenders of PBGPL.

In their own interest, Bidder(s) are advised to apply for User Id immediately on publishing of tender or well in advance of the bid due date. User Id shall normally be issued immediately after complete information has been furnished by the vendor in “Online Enrolment of Corporate/Bidder” and on successful submission of the same. PBGPL/CPP shall not be responsible for any delays in allocation of User Id/password and in registering Digital Signature Certificate and the ensuing consequences including but not limited to timely submission of bids.

4.5 Procedure for change of E-mail Id of the Bidder

The e-mail-id of the bidder/Vendor Code is captured and registered in CPP Portal when a bidder submits his request for user-id / password.

In case bidder desires for change in the registered e-mail id in CPP Portal, the same has to be updated in CPP portal only.

4.6 About Digital Signature Registration

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the

individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000.

One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents.

(a) In case of Proprietorship/Partnership

Both i.e. (i) Class 3 Digital Signatures issued to authorized individuals on their KYC basis and (ii) Class 3b Digital Signatures issued to authorized individuals with their organization KYC basis are acceptable.

(b) In case of Firm/ Company

Only Class 3b Digital Signature is acceptable where individuals are using their digital signatures on behalf of the Organization and digital Signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

Bidder can submit only digitally signed documents/bids/offers in <https://etenders.gov.in/eprocure/app>

(II) Why Digital Signature is required?

In order to bid for PBGPL e-tenders bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Apply for a class 3b or class 3 (as applicable) Digital Certificate with signing facility.
- c) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

*Links to some of the licensed CA's are provided below

1. <https://www.ncodesolutions.com>
2. <https://www.sifycorp.com>
3. <https://www.e-mudhra.com>
4. <https://www.Certificate.Digital>
5. <https://www.vsign.in>
6. <https://pantasign.com>

Note: The Digital signatures should be obtained directly from certifying authority (CA). Digital signature taken from Sub CA will not be acceptable in the e-tendering system.

PBGPL/Owner reserves the right to verify the Authenticity of above digital signatures after bid opening and in case the digital signature is not authorized / valid, the bid will be rejected. Bidder shall be responsible for ensuring the validity of digital signatures and proper usage of the same.

5. How to submit On-line Bids/Offers electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) should follow the steps mentioned in the “**Bidders Manual Kit**” available on e-tender portal which shall guide them to Search, Display/View, Download and Submit **electronic Bids/Offers** online in a secured manner ensuring confidentiality.

6. How to search, view and download e-tender?

There is various search options built in E-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID,

Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. To download the tender, click on the Latest Active Tenders, and search the tender in e-tender website (<https://etenders.gov.in/eprocure/app>) (e-tender portal) that you are interested in using certain search criteria documents. However, it is advised to login to the system and set the tender as favorite so that these tenders can be moved to the respective ‘My Tenders’ folder. This would enable the E-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum/addendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

7. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet

- i) Vendors are advised to log on to the website (<https://etenders.gov.in/eprocure/app>) and arrange to register themselves at the earliest, if not done earlier.
- ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues
- iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to change / revise the bid and submit once again. Bid once withdrawn cannot be resubmitted.
- iv) The server time (IST) (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders and determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- v) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- vi) The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- vii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the Blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid is liable for rejection.

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- viii) In case vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- ix) Bids / Offers shall not be permitted in e-procurement system after the due date / Time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- x) All the documents being submitted by the bidders would be encrypted using PKI

encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- xi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xiii) Once the entire process of submission of online bid is complete, they will get an auto mail/SMS from the system stating you have successfully submitted your bid in the following tender with tender details.
- xiv) No manual bids/offers along with electronic bids/offers shall be permitted.
- xv) It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- xvi) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into the e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate(SOR)/Price Schedule attached with the tender.

9. Earnest Money Deposit (EMD)

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been

uploaded, is received within 7 (seven) days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of the Earnest Money Deposit/Bid Bond was earlier uploaded by the bidder.

10. E-Tender demo during pre-bid conference

During the pre-bid conference, PBGPL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

11. Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity

If bidders are unable to access e-tender portal **<https://etenders.gov.in/eprocure/app>** or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity.

13. In case of any clarification pertaining to e-procurement process, the vendor may contact the concerned dealing officer/purchasing officer mentioned in tender document along with marking copy to contract@pbGPL.com
.....

Disclaimer:

- a) No responsibility will be taken by PBGPL or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as PBGPL officials.
- b) PBGPL or the e-procurement service provider shall not be responsible for any director indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

Important Links for Hassle free bid submission:

Bidders Manual Kit:

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

Help For Contractors:

<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Information about DSC:

<https://etenders.gov.in/eprocure/app?page=DSCInfo&service=page>

Guidelines for hassle free bid submission:

https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

FAQ:

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

Feedback:

<https://etenders.gov.in/eprocure/app?page=FrontFeedback&service=page>

ANNEXURE-IV to SECTION-III

BID DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB Clause	Description						
A – General							
1.1	The Employer/Owner is Purba Bharati Gas Private Limited						
1.2	Invitation of Bid/Tender for HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.						
3.0	<table border="1"> <tr> <td>Bid from Consortium/Joint Venture</td><td></td></tr> <tr> <td>Applicable</td><td>x</td></tr> <tr> <td>Not Applicable</td><td>✓</td></tr> </table>	Bid from Consortium/Joint Venture		Applicable	x	Not Applicable	✓
Bid from Consortium/Joint Venture							
Applicable	x						
Not Applicable	✓						
B – Bid Document							
8.1	For Clarification Purpose, contact						

	i) Email – contract@pbgpl.com Website – www.pbgpl.com	
C – Preparation of Bids		
11.1.1	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents: SCC/ Scope of Work refers.	
12	Additional Provision for Schedule of Rate/ Bid Price are as under: Refer Schedule of Rates (SOR)	
12 & 13	Weather PBGPL will avail input tax credit in the instant Tender	
	Yes	x
	No	✓
13.7 & 13.8	Details of Buyer:	
	Consignee	Purba Bharati Gas Private Limited
	PAN No.	AAKCP8811H
	GST no.	State GST no. Assam 18AAKCP8811H1Z3
	PBGPL Bank details	Details are given below
15	The bid validity period shall be 03 (Three) months 'from final 'Bid Due Date'.	
16.	Applicable of EMD/Bid Security	
	Applicable	✓
	Not Applicable	x
16.	In case 'Earnest Money Deposit / Bid Security' is in the form of 'Demand Draft', the same should be in favor of Purba Bharati Gas Private Limited, payable at Guwahati.	
	In case of submission through online banking transaction i.e., IMPS / NEFT / RTGS / SWIFT, etc. the details of PBGPL's Bank account are as under: Bank Name: State Bank of India Account No: 39114564880 Bank Address: Guwahati Medical College Statfed Building, Bhangagarh Guwahati, Kamrup, Assam, Pin – 781005 RTGS/NEFT/IFSC Code: SBIN0013700 Bidder to mention reference no. "EMD/....." in narration while remitting bid security /EMD amount in PBGPL's Bank Account and Successful Bidder to mention reference no. "CPS/FOA/PO no....." in narration while remitting CPS amount in PBGPL's Bank Account.	
17	Date, Time and Venue of Pre-Bid Meeting: 05.02.2026 at 12:00 Hrs Venue: Purba Bharati Gas Pvt. Ltd, 6 th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati-781005. Bidders may also join the Pre-Bid Meeting virtually through the below link: Video call link: https://meet.google.com/guk-oqsx-vti	

D – Submission and Opening of Bids					
21.0	The Tender No. of this bidding process is: PBGPL/C&P/EPMC/2026/773/03				
22.1	Due date and Time of Bid submission shall be as follows: Date: 18.02.2026 Time: 14:00 Hrs.				
26.1	The bid opening shall take place at: Date: 19.02.2026 Time: 15:00 Hrs. Google Meet joining info Video call link: https://meet.google.com/cad-juww-vas				
E – Evaluation and comparison of Bids					
31.0	Evaluation Methodology is mentioned at Section-II				
32.0	Compensation for extended stay <table border="1"> <tr> <td>Applicable</td><td>x</td></tr> <tr> <td>Not Applicable</td><td>✓</td></tr> </table>	Applicable	x	Not Applicable	✓
Applicable	x				
Not Applicable	✓				
33.0	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Micro & Small Enterprises (MSEs) ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				
F – Award of Contract					
36.0	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters: - Shall be intimated along with Work Order.				
37.0	Contract Performance Guarantee / Security Deposit <table border="1"> <tr> <td>Applicable</td><td>✓</td></tr> <tr> <td>Not Applicable</td><td>x</td></tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit:</p> <p>SD / CPBG @ 5% of Annualized Order / Contract value within 30 days from the date of FOA/ notification of award.</p> <p>OR</p> <p>Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order /Contract value in case contract period is more than one year.</p> <p>Contract/ Order Value as mentioned above shall be exclusive of taxes and duties.</p>	Applicable	✓	Not Applicable	x
Applicable	✓				
Not Applicable	x				
39.0	Tender is Non-Splitable or Non-Divisible: <table border="1"> <tr> <td>Yes</td><td>✓</td></tr> <tr> <td>No</td><td>x</td></tr> </table>	Yes	✓	No	x
Yes	✓				
No	x				

Clause no. 27.3 of GCC	Bonus for Early Completion:	
	Applicable	x
	Not Applicable	✓
	Applicability of provisions relating to start-ups:	
	Applicable	x
	Not Applicable	✓

ANNEXURE-V TO SECTION-III

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

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

3.0 DEFINITIONS: -

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list provided in communication of MOP&NG) to be installed/operated in flammable environment of Oil and Gas processing industry.

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

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

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

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

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

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

- (vi) **Procuring Entity** means PURBA BHARATI GAS PRIVATE LIMITED (PBGPL)

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

4.0 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

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

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and

services include System Integrator (SI) contracts

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

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

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

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and

contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iv. "Class-II local supplier" will not get purchase preference in any procurement.

d) Applicability in tenders where contract is to be awarded to multiple bidders

- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

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

The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

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

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

- a) Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-I1 local suppliers or Non-local suppliers, including MSEs which are Class-I1 local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.
- b) Items reserved exclusively for procurement from MSEs as per PPP-MSE Order: These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:
 - (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Refer Illustrative example).
 - b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non- divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
 - i) L-1 is "MSE Class-I local supplier"- Contract is awarded to L-1.
 - ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "non-MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier"- Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

d) Items reserved for both MSEs and Class- I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

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

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

Details of bids received

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

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

B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

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

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-1 to Annexure-V to Section-III) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form-2 to Annexure-V to Section-III.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with PBGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, PBGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per PBGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner.
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Appendix-I to ANNEXURE-V TO SECTION-III

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

File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)

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

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

To

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

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

Sir/ Madam,

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

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

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

Yours faithfully

Kala
(Kala)^{26/3/24}

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

Encl.: as above

Copy to:

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

Copy for information to,

Secretary, DPIIT

File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)
Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

Shastri Bhawan, New Delhi
 Dated 26th April, 2022

To,

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

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

Sir/Madam,

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

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

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

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

Yours faithfully


 (Santanu Dhar)

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

Copy to:

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

Copy for information to:

Secretary, DPIIT

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

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

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	Geophysical Services Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	Geophysical Equipment Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit. VSP Data Acquisition System, VSP Processing Software; High-End Servers for G&G Applications, HPCC Solution; Virtualization and Container Software
8	Logging Services Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10.000 psi).

Tender No.: PBGPL/C&P/EMPC/2026/773/03 FOR HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS

FORM-2

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL
CONTENT/DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)**

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES
FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI &
KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

FORMS AND FORMAT

LIST OF FORMS AND FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-17	POWER OF ATTORNEY
F-19	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-20	DETAILS OF QUOTED SCOPE

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

1	Bidder Name	
2	Status of Firm	<p>Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others</p> <p>_____</p> <p>If Others Specify: _____</p> <p>[Enclose certificate of Registration/ Partnership Deed/Affidavit towards Proprietorship]</p>
3.a	<p>Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. (Please fill the relevant details in the Annexure to F-1 mentioned below)</p> <p>[As per clause for 'One Bid Per Bidder' under Section-III of Tender Document]</p> <p>If required, a separate sheet may be enclosed for providing the above details.</p>	<p>1. 2. 3.</p>
3.b	Name of Power of Attorney holders of bidder	

4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	
		City:
		District:
		State:
6	Bidder's address where contract is to be placed	PIN/ZIP:
		City:
		District:
		State:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	PIN/ZIP:
		City:
		District:
		State:
8	Mobile No.	(Country Code) (Area Code)
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No.	[Enclose copy of GST Certificate]
15	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
16	ESI code No.	[Enclose copy of relevant document]
17	Whether Micro/Small/Medium Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents)

		<i>as specified it ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i>
	Whether payment is required through TReDS	Yes / No <i>(If yes, please provide the name of portal</i>
18	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.50)</i>
19	Offer No	

Note:

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

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

Annexure to F-1

S.No	Name of Proprietor/ Partners/ Directors of the firm/company	Father's Name	Residential Address	Aadhar No	PAN Card details	DIN No

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Notes:

- i. **The above details are required to be submitted for all Partners/ Directors of the bidding firm/company.**
- ii. **Corresponding documents of the above details should be submitted duly notarized by Notary Public with legible stamp.**
- iii. **It is the responsibility of the participating Bidder(s) to assess the relationship with regard to conflict of interest amongst bidders.**

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

F-2

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

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

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

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

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

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) (Currency in words only)
- This Guarantee shall remain in force up to _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of PBGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No.
Date:

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

- 1.0 The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper of Rs. 100/- or the value prevailing in the State were executed as per the Stamp Act, whichever is higher. The non-judicial stamp paper should be in name of the issuing bank.
- 2.0 The expiry date should be arrived at in accordance with "ITB: Clause-15.1 and 16.3".
- 3.0 The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
- 4.0 A letter (preferably digitally signed secured e-mail) from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and future communication relating to the Bank Guarantee may be forwarded to Employer
- 5.0 Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
- 6.0 If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME	:	NAME			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
(Please Tick (✓) Whichever is Applicable)			PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
BG ISSUED BANK DETAILS						
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		

F-2A
DECLARATION FOR BID SECURITY"

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir,

After examining / reviewing provisions of the above referred tender documents (including all corrigendum/ addenda), we M/s _____ (Name of bidder) have submitted our offer / bid no _____

We M/s _____ (name of bidder) hereby understand that, according to your conditions, we are submitting this declaration for bid security.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-2B
THIRD PARTY DEPOSIT CONFIRMATION LETTER
FOR "EARNEST MONEY / BID SECURITY"
(on letter head from the issuing bank)

To,
M/s Purba Bharati Gas Private Limited
6th Floor, Block-A, Central Mall
G.S. Road, Christian Basti
Guwahati, Assam, Pin: 781005, India

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

Dear Sir/Madam,

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

This FDR has been issued on the request of M/s (Name of the contractor) under the Tender no. This FDR can be encashed/redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Purba Bharati Gas Private Limited (PBGPL) and the payment will be made to M/s Purba Bharati Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of PBGPL. If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & PBGPL for renewal.

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

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

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

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

F-3**LETTER OF AUTHORITY**

[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un- priced Bid Opening' / 'Price Bid Opening']

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un- priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorized 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. Bidder's 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 PBGPL.

F-4

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s._____ having registered office at _____ (herein after called the "contractor/supplier" 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 Purba Bharati Gas Pvt. Ltd. having registered office at 6th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati 781005, Assam (herein after called the "PBGPL" 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 Purba Bharati Gas Pvt. Ltd., 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 Purba Bharati Gas Pvt. Ltd. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to PBGPL in such manner as PBGPL may direct the said amount of Rupees only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such

postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ 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..... 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 up to _____ (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 PBGPL 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 PBGPL. 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 PBGPL 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 PBGPL 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 PBGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at GUWAHATI.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated granted to him by the Bank.
10. Notwithstanding anything contained herein:

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

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

Name

Designation

Yours faithfully,

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
"BANKGUARANTEE"

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 GUWAHATI.
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 Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. Service Provider shall submit attached cover letter (Annexure) while submitting Contract Performance Security

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME	:	NAME			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable)		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
BG ISSUED BANK DETAILS						
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		

F-4A
THIRD PARTY DEPOSIT CONFIRMATION LETTER
FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(on letter head from the issuing bank)

To,
M/s Purba Bharati Gas Private Limited
6th Floor, Block-A, Central Mall
G. S. Road, Christian Basti
Guwahati, Assam, Pin: 781005, India

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

Dear Sir/ Madam,

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

This FDR has been issued on the request of M/s (Name of the contractor) under the PO no. / W.O. No..This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Purba Bharati Gas Private Limited (PBGPL) and the payment will be made to M/s Purba Bharati Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of PBGPL. If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & PBGPL for renewal.

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

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

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

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

F-5
AGREED TERMS AND CONDITIONS

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Bidder confirms the currency of quoted prices is in Indian Rupees	
3	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	Rate of GST along with SAC is indicated in summary of Schedule of Rates. If there is any change in GST, its rate, bidder must modify the same in summary of Schedule of Rates.
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	Rate of GST along with SAC is indicated in summary of Schedule of Rates. If there is any change in SAC, bidder must modify the same in summary of Schedule of Rates.
4.3	We hereby confirm that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	

	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5	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.	
6	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno- commercial Bids.	
12	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].	
13	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	

14	All correspondence must be in ENGLISH language only	
15	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18	Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
19	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deem to be	

	inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
21	<p>Bidder hereby confirms that they are not on 'Holiday' by PBGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of PBGPL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of PBGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to PBGPL by them</p>	
22	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
24	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
25	Confirm that Annual Reports for the last three financial years [wherever financial criteria of BEC are applicable] are furnished along with the Un-priced Bid.	
26	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.	

27	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ PBGPL or his relative is a partner	
28	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
29	Bidder declares that uploaded copies are true copies of duly executed originals.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir,

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

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

Postal Address with Pin Code	:
Telephone Number	:
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	:

F-7
BIDDER'S EXPERIENCE

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Sl. No.	Description of the Services	LOA/WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (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:

Note: As per Cl. no. A(iii) of Section-II, **only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids**

F-8 (A)
CHECK LIST FOR QUOTED ITEMS

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

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

Sl. No.	Description	Check Box	Reference page no. of the Bid Document
1	Signing and stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR, drawings, addendum (if any)		
2	Confirm that the following details have been submitted in the Un-priced part of the bid		
i)	Covering Letter, Letter of Submission		
ii)	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii)	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv)	Power of Attorney in the name of person signing the bid.		
v)	Confirm submission of document along with unpriced bid as per bid requirement.		
3	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4	Confirm that the price part as per Price Schedule format submitted.		

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

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(Refer Section II of Tender document)

BEC ClauseNo.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
A.1 (a)	Experience	Refer clause no. F of Section-II of tender document		Yes/No	
A.1 (b)	Experience	Refer clause no. F of Section-II of tender document		Yes/No	
A.3	Experience (in case contract is still running)	Refer clause no. F of Section-II of tender document		Yes/No	
	Any other technical criteria in BEC	As per technical BEC		Yes/No	
Financial BEC					
B.1	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
B.2	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
B.3	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of	Submitted (Mention specific year.....) Submitted/ Not Applicable	Yes/No	

		credit for at least working capital requirement as stated above. Original line of credit is to be submitted along with the physical documents specified in IFB.	<i>(Bidder to tick appropriate option)</i>		
	Format (F-10) for Details of financial capability of Bidder	Bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:
Date:

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

F-9

**FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL
IS INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

To,

M/s Purba Bharati Gas Pvt. Ltd.

6th Floor, Central Mall, Christian Basti,

G.S Road, Guwahati 781005, Assam

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 PBGPL'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.

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

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

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

F-10

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

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

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

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

B. 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: a) 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]
 b) We confirm that above figures are after referring instructions at page 2 of 2 of F-10
 c) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.

Name of Audit Firm:
 Chartered Accountant / CPA:
 Date:

[Signature of Authorized Signatory]
 Name:
 Designation:
 Seal:
 Membership No:
 UDIN:

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 “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (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.

F-11

BIDDER'S QUERIES FOR PRE-BID MEET

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

SL. NO.	REFERENCE OF BIDDINGDOCUMENT				BIDDER'S QUERY	PBGPL's REPLY
	Sec. No.	Page No.	Clause No.	Subject		

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

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

F-12**E-Banking Mandate Form**

(To be issued on vendors letter head)

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 Purba Bharati Gas Pvt. Ltd. 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 Purba Bharati Gas Pvt. Ltd. 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)

F-14
FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject tender?	Yes. A Vendor has to meet Bid Evaluation Criteria 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.	Not Applicable for this tender. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 39 of Instruction to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Not Applicable

F-15**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-
INVOICE AS PER GST LAWS)****(To be submitted on letter head along with documents for release of
payment)**

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES
FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI &
KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

PO NO:

Dear Sir,

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

- (i) Applicable to us []
- (ii) Not Applicable to us []

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

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

Place:
Date:

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

F-16**NO CLAIM CERTIFICATE**
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY
DEPOSIT)***[On the Letter-head of Contractor]***

We, _____, a company incorporated under the laws of India, a Consortium between _____ and _____ (name of consortium partners) / a partnership firm consisting of _____ and _____ (name of the partners to be inserted)/ a sole proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style of M/s _____ were awarded the contract by PBGPL in reference to Tender No. _____ dated _____.

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

We further absolve that PBGPL from all liabilities present or future arising directly or indirectly out of the contract.

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

Place:

Date:

Designation:

[Signature of Authorized Signatory of Bidder]

Name:

Seal:

Format F-17
POWER OF ATTORNEY

(To be submitted on the letter-head of company)

SUB:

Tender Document No.

Name of Bidder: _____

“The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms. _____ [name of authorized person/(s)] _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid **(both digitally and manually) and all subsequent communications, agreements, documents etc.,** in the name and on behalf of the company in connection with the tender no. _____ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

Note: Ref. clause no. 2.6 of ITB regarding persons who can issue power of attorney

F-18
INDEMNITY BOND

WHEREAS Purba Bharati Gas Private Ltd. (hereinafter referred to as “**PBGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 6th Floor, Central Mall, Christian Basti, G.S Road, P.O- Dispur, Guwahati 781005, Assam has entered into a contract with M/s*..... (Hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

PBGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of PBGPL indemnifying PBGPL and its employees and Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of PBGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified PBGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against PBGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to PBGPL and/or any of its employees, Directors forth with on demand without any protest the amount claimed by PBGPL for itself and for and on behalf of its employees, Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with PBGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of PBGPL and/or any of its employees and Directors arising out of said contract with respect to any such litigation / court case for which PBGPL and/or its employees and Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification / amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of PBGPL are settled by the Contractor and/or PBGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY:

Place: _____ For [Contractor Authorised Representative]

Date: _____ Witness: 1) _____ 2) _____

F-19

UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/

SD WITHIN STIPULATED TIME LINE

(To be submitted on letter head of bidder)

To,
M/s Purba Bharati Gas Pvt. Ltd.
6th Floor, Central Mall, Christian Basti,
G.S Road, Guwahati 781005, Assam

TENDER NO: **PBGPL/C&P/EPMC/2026/773/03**

SUB: **HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES
FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI &
KARIMGANJ GA FOR A PERIOD OF 2 YEARS.**

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/SD specified in the tender document. -

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

F-20

DETAILS OF QUOTED SCOPE

Bidder's Name:

Item No	Description	Quoted/Not Quoted	Amount of EMD submitted for quoted scope
1	HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS		

(Seal & signature)



SECTION-IV

**GENERAL CONDITIONS OF CONTRACT
FOR
PROCUREMENT OF SERVICES**

Purba Bharati Gas Private Limited

TABLE OF CONTENTS

Sl. No.	Description
SECTION – I	DEFINITIONS & INTERPRETATIONS
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	GENERAL INSTRUCTIONS & OBLIGATIONS
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Poor Performance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorized Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
SECTION – III	PERFORMANCE OF SERVICE
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services

3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
SECTION – IV	PAYMENT, INSURANCE AND TAXES
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION – V	LAWS, HEALTH, SAFETY & ENVIRONMENT
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
SECTION – VI	DISPUTE RESOLUTION AND ARBITRATION
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction
6.4	Continuance of The Contract
Appendix 1	Procedure for action in case of Corrupt /Fraudulent/ Collusive/ Coercive practices
Appendix 2	Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors / Consultants
Appendix 3	Proforma for Contract Agreement

SECTION-I

DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms:

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

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

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

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

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

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

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

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

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

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

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

The "Employer/Service Receiver/ Company/Owner" means PBGPL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2. INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1. The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

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

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

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

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

- 1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.
- 1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.
- 1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3. SPECIAL CONDITIONS OF CONTRACT

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

SECTION-II

GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT

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

2.2 SIGNING OF AGREEMENT

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

2.3 ADDENDA/CORRIGENDA

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

2.4 LIABILITY OF GOVERNMENT OF INDIA

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

2.5 SITE VISIT

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

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

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

- i. The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices. Detailed Procedure is elaborated in the tender document.
- ii. Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of PBGPL and shall not indulge themselves or allow others (working in PBGPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/PBGPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.
- iii. The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be). Detailed Procedure is elaborated in the tender document.

2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS

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

2.8 CONFLICT OF INTEREST

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

2.9 ABNORMAL RATES

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

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

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

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

- 2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.
- 2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.
- 2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.
- 2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.
- 2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:
- Employer's personnel(s), and /or
 - any other Contractor(s) / Service Provider(s) employed by Employer, and /or
 - personnel of public authority(ies)/third party(ies)

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

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

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

2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL

- 2.11.1 Service Provider shall appoint a person ("Service Provider's Representative") who shall be responsible for and authorized to represent it at all times during the progress of the

Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

- 2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.
- 2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.
- 2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.
- 2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.
- 2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.
- 2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

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

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

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

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS)

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e., FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs

associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property/equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS. As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to affect the enhancement of CPS.
- 2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

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

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

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

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

- a. The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b. The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

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

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation,

provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

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

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

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

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

2.16. CHANGE IN CONSTITUTION

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

2.17. TERMINATION OF CONTRACT

2.17.1 TERMINATION OF CONTRACT FOR DEATH.

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

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

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business 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 Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

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

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent/Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with PBGPL. The detailed procedure for banning including suspension is elaborated in the tender document.

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

2.17.4. TERMINATION FOR CONVENIENCE

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

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

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

2.18. AMOUNT PAYABLE IN CASE OF TERMINATION

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

2.19. MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

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

2.20. EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

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

2.21. FORCE MAJEURE.

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

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

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

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

2.21.2. Notification of Force Majeure

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

2.21.3. Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

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

2.21.4. Payment in case of termination due to Force Majeure

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

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

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

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

2.21.6. Outbreak of War:

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

2.22. PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipment so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

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

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

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

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

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

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

In the event any financial implication arises on PBGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

2.23. ASSIGNMENT/SUBLET

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

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

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

2.24. LIENS

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2. The Employer shall have lien on all materials, equipment including those brought by the Service Provider for the purpose of providing service.

2.24.3. The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

2.25. DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26. NO WAIVER OF RIGHTS.

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

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

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

2.28. LANGUAGE AND MEASURES.

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

2.29. RELEASE OF INFORMATION

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

2.30. COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

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

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

2.31. INDEPENDENT CAPACITY

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

2.32. NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

2.33. CONFIDENTIALITY

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

2.34. INTELLECTUAL PROPERTY RIGHT.

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

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

SECTION-III

PERFORMANCE OF SERVICE

3.1. EXECUTION OF SERVICES

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

3.2. CHANGES IN SERVICES

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

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

3.3. ACTION AND COMPENSATION IN CASE OF POOR SERVICE

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

3.4. SUSPENSION OF SERVICES

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

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5. DEFECTS LIABILITY PERIOD

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of **12 months from the date of completion of Service** mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2. If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement is carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6. COMPLETION CERTIFICATE

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

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

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

3.6.3. COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Completion, the following documents will be deemed to form the completion documents:

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

3.6.4. EXECUTION CERTIFICATE:

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

3.7. FINAL DECISION & FINAL CERTIFICATE

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

3.8 LIMITATION OF LIABILITY

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

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or

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

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

3.9 INDEMNITY

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

SECTION – IV

PAYMENT, INSURANCE AND TAXES

4.1. DEDUCTION FROM THE CONTRACT PRICE

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

4.2. SCHEDULE OF RATES AND PAYMENTS

4.2.1. SERVICE PROVIDER'S REMUNERATION

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

4.2.2. SCHEDULE OF RATES TO BE INCLUSIVE.

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

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

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipment / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

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

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

4.2.5. SCHEDULE OF RATES TO COVER TAXES AND DUTIES

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

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

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

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

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

4.3. PROCEDURE FOR BILLING OF SERVICES

4.3.1. BILLING PROCEDURE

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

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

4.3.2. MODE OF MEASUREMENT

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

4.4. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

- 4.4.1. Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.
- 4.4.2. Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5. INSURANCE

- 4.5.1. Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.
- 4.5.2. The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3. If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be affected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4. INSURANCE TYPES

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

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

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

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

4.5.6. CERTIFICATE OF INSURANCE

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

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

- 4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.
- 4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.9 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.
- 4.5.10 **WAIVER OF SUBROGATION:** All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: “The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.
- 4.5.11 **Deductible:** That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

4.6. TAXES AND DUTIES

- 4.6.1. The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
- 4.6.2. Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

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

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

4.7. INCOME TAX

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

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy/consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC) if non- resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8. STATUTORY VARIATION

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not convertible (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / convertible taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State

Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

4.9.1 Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Wilful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

4.9.2 The Service Provider shall take sufficient care in moving his equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

4.9.3 The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Wilful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider

SECTION – V

LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1. LABOUR LAWS

- i. No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii. The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii. The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv. The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v. If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi. The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii. The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii. The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- ix. The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x. The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without

prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2. SAFETY REGULATIONS

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

5.3. FIRST AID AND INDUSTRIAL INJURIES

- i. Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii. Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii. All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4. GENERAL RULES

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

5.5. CARE IN HANDLING INFLAMMABLE GAS

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

5.6. PRESERVATION OF PLACE

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

5.7. ENVIRONMENT

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

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

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

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

5.7.4. The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the

relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

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

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

5.7.6. Service Provider shall:

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

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

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

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

SECTION – VI

DISPUTE RESOLUTION AND ARBITRATION

6.1 DISPUTE RESOLUTION

6.1.1 PBGPL Limited has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on PBGPL's web site for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013.

6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.

6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and PBGPL Limited Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration in terms of clause no. 6.2. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.

6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

6.2 ARBITRATION

6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider 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 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 seat/venue shall be Guwahati, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the Courts situated at Guwahati in the State of Assam (India).

Contractor 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.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in “Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coercive Practices”, the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

6.3 JURISDICTION

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

6.4 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

PROFORMA FOR CONTRACT AGREEMENT

(To be executed on non-Judicial stamp paper of appropriate value)

LOA No.:**Dated -----**

Contract Agreement for the services of ----- of PBGPL Ltd. made on -----between (Name and Address)-----, hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and PURBA BHARATI GAS PVT. LTD. hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

AND WHEREAS

The EMPLOYER accepted the Tender of the Service Provider for the provision and the execution of the said SERVICES at the rates stated in the schedule of quantities of the service and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

- 1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and

conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

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

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

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

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

PBGPL

(NAME OF THE CONTRACTOR)

IN PRESENCE OF TWO WITNESSES

1. _____
2. _____

1. _____
2. _____

ATTACHMENT TO GCC INDEMNITY BOND

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS PURBA BHARATI GAS PRIVATE LIMITED(hereinafter referred to as PBGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 6th Floor, Block-A, Central Mall, G. S. Road, Christian Basti, Guwahati, Assam, Pin: 781005, India has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) PBGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by PBGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by PBGPL to the CONTRACTOR, PBGPL has required the CONTRACTOR to furnish to PBGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified PBGPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to PBGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to PBGPL forthwith on demand in writing without protest or demur the value as specified by PBGPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with PBGPL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of Rs. _____ (Rupees _____).

AND THE CONTRACTOR hereby agrees with PBGPL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of PBGPL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to PBGPL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of PBGPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of PBGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by PBGPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by PBGPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to PBGPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

SECTION V:
SPECIAL CONDITIONS OF CONTRACT (SCC) AND
SCOPE OF WORK (SOW)

APPOINTMENT OF PMC FOR ENGINEERING AND PROCUREMENT SERVICES

PMC SERVICES FOR: -

SL No.	Districts	Geographical Area
1	Kamrup Metropolitan	GA 9.03
2	Kamrup	
3	Cachar	GA 9.02
4	Hailakandi	
5	Karimganj	

I-PROJECT BRIEF:

1.0 PROJECT BRIEF:

1.1 M/s Purba Bharati Gas Pvt. Ltd (PBGPL) has been entrusted by PNGRB for development of City Gas Distribution Network in following GAs. The GAs as are mentioned below:

1. GA 9.03 (Kamrup Metropolitan & Kamrup)
2. GA9.02 (Cachar, Hailakandi & Karimganj)

In order to get support in development of infrastructure in above GAs to achieve the target for **02** years as stipulated in Tender, PBGPL intends to hire services of Engineering and Procurement Management Consultant for management of Design/ Engineering, HAZOP Study, Preparation & Review of ERDMP & to carry out QRA including but not limited to Tendering activities for Procurement of Material/Services, Inspection of Materials at Vendor/Manufacturer/Supplier's works, Evaluation of documents for various model(s) of CNG stations for 2 GAs and assistance in Closure of Contracts. Contract period will be two years from the issuance of LOA and further extendable up to 12 Months on same rate, terms and conditions.

1.2 Scope for two years would be as per the details provided here and as per the company's target for each GA and PMC scope of work would be in accordance with an aim to achieve the target.

2.0 SCOPE OF SERVICES:

To assist in developing the CGD's network in these Geographical Areas, as mentioned at Sl. No.

1.1. PMC's Scope of Services shall include but not limited to the following -

- a) Basic Engineering and Design Basis as per latest guide lines of PNGRB
- b) Design & Detail Engineering for facilities as per Target.
- c) Planning & scheduling for development of the project in each GA.
- d) Provide technical assistance to PBGPL for obtaining various statutory permissions

from statutory authorities like Forest authorities, railways, irrigation, National/ State highways, PESO etc.

- e) Preparation of Material Take-offs (MTO), Material Requisition (MR), Service Requisition (SR) etc.
- f) Preparation of cost estimate for all tenders.
- g) Preparation of tender documents, invite bids, evaluation of unpriced and priced bids, recommendation for award of job as per PBGPL's C&P procedure, expediting submission of clarification w.r.t technical and financial bids, assistance during negotiation.
- h) Preparation of Letter of intent, Work orders/purchase orders, contract documents/agreements, Purchase requisition (PR) to be issued by PBGPL.
- i) Review and approval of design/drawings/documents submitted by vendors/ contractors/ suppliers.
- j) Submission of the Quality Assurance and Quality control Plan of the work being executed.
- k) Inspection / Expediting of equipment / Materials being manufactured by vendors including contractors supplied items.
- l) Management of Stores at site.
- m) Processing of the bill including verification and certification.
- n) Review and approval of 'As Built Documents/Drawings.
- o) Construction Management & Supervision of Site works.
- p) Supervision during Commissioning.
- q) Project Cost Control, Management & Monitoring.
- r) Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either vendor/contractor or PBGPL.

3.0 ENGINEERING

3.1 Process Design

This will comprise of the following and delivered to PBGPL both in hard and soft forms:

- i) Process Design Basis including Process Description, Operation & Control Philosophy.
- ii) Equipment process data sheets.
- iii) Equipment list.
- iv) Process flow diagrams.
- v) Piping and Instrumentation Diagrams (P&IDs), HAZOP study.
- vi) Instrument list and data sheets.
- vii) Utilities requirement and their specifications.
- viii) Piping material specifications.
- ix) Line schedule.

- x) Process description.
- xi) Operation Manual and control philosophy.

3.2 Pipeline / Piping

- (i) Preparation of Design basis.
- (ii) Issuance of alignment sheets and other construction drawings including those for crossings along the pipeline route based on survey details by survey contractor.
- (iii) Preparation of MDPE & Steel Pipeline Network diagram including simulation, line sizing, valve locations considering scope of PNG supply, DRS location, completion of loop connecting DRS to DRS through main line, ensuring gas supply through alternative routes
- (iv) Review & approval of GI drawing for Apartments, Individual Houses, Commercial installations such as Hotels, canteens, etc.
- (v) Preparation of specifications for line pipe, line materials, terminal materials and transportation, terminals & pipeline laying, HDD crossings.
- (vi) Review of vendor/contractor's documents.
- (vii) Preparation of specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings.
- (viii) Preparation of equipment layouts.
- (ix) Preparation of General Arrangement Drawings
- (x) Preparation of material requisitions and purchase requisitions.

3.3 CNG Stations / Compression Facility

- (i) Preparation of Plot Plan and layout including existing OMC retail outlets for PESO approval / execution
- (ii) Preparation of Design basis & P&IDs.
- (iii) Preparation of specifications for all items and components of various packages like Compressor packages, Dispensers, Cascades etc. including optimization.
- (iv) Preparation of General Arrangement Drawings.
- (v) Perform pipeline stress analysis to determine the system flexibility.
- (vi) Carryout piping stress and flexibility analysis for the station piping.
- (vii) Preparation of material requisitions and purchase requisitions.
- (viii) Design and detailing of online CNG stations, mother stations, Daughter station, supply through cascade, etc.

3.4 Electrical / Pipeline CP System

- (i) Preparation of technical specification
- (ii) Preparation of electrical load details for City Gate stations, CNG Stations & CP/SV stations.
- (iii) Comparative study for power supply at SV/CP station.

- (iv) Review of soil resistivity reports prepared by the contractors.
- (v) Preparation of specifications for cathodic protection (CP) system, both TCP & PCP.
- (vi) Preparation of data sheets and material take-off.
- (vii) Preparation of material requisitions and purchase requisitions.
- (viii) Preparation of tender specification for electrical and CP works.
- (ix) Review of vendor/contractor's documents.
- (x) Preparation of electrical design drawings.

3.5 Mechanical

- (i) Preparation of Mechanical Design Basis.
- (ii) Preparation of technical specification for all Mechanical items / welding procedures.
- (iii) Preparation of equipment data sheets and material take-off.
- (iv) Preparation of material requisitions and purchase requisition
- (v) Technical evaluation of bids and Preparation of tender specifications for mechanical works.
- (vi) Review of vendor/ contractor's documents.
- (vii) Layout, General arrangement drawings of piping for various stations like city gate station, CNG stations, SV Station.
- (viii) Preparation of technical specifications for all mechanical related items.

3.6 Instrumentation

- (i) Review of P&IDs and control philosophy and Preparation of matching Instrumentation and SCADA philosophy.
- (ii) Review & approval of DRS / MRS specifications / drawings
- (iii) Review of instrumentation, civil works, composite tenders, electrical, CP and telecom systems
- (iv) Preparation of Design Basis.
- (v) Finalization of instrument data sheets and prepares material take-off.
- (vi) Preparation of system specifications, material requisitions and purchase requisitions
- (vii) Technical evaluation of bids.
- (viii) Review of FAT and SAT test plans and procedure documents.
- (ix) Preparation of drawings required for construction.

3.7 Civil Works

- (i) Preparation of design basis including requirements for firefighting and safety aspects.

- (ii) Preparation of plot plans for City Gate Stations, CNG Stations, SV Stations.
- (iii) Preparation of area drawings.
- (iv) Preparation of material requisitions and purchase requisitions.
- (v) Preparation of technical specifications.
- (vi) Preparation of design of foundation of the equipment, building etc.
- (vii) Preparation of material take-off.
- (viii) Technical evaluation of bids.
- (ix) Preparation of tender specifications for topographical surveys and general civil works.
- (x) Review of vendor / contractor's documents.
- (xi) Preparation of drawings required for construction.
- (xii) Detailed technical specifications for equipment foundations, roads, drains, buildings, compounds wall etc. Preparation of MTO and MR for all items.
- (xiii) All Civil & structural works related to City Gate Stations, CNG Stations, SV Stations, DRS, MRS, pipeline related activities such as Markers, Valve chambers etc.

3.8 Architecture

- i) Detailed technical specifications for equipment foundations, roads, drains, compounds wall etc.
- ii) Preparation of architectural drawings for CNG Stations, LCNG Stations, CP/IP/SV Stations, Control Room, Administrative Building, etc.
- (iii) Preparation of material take-off and MR for all items.
- (iv) Preparation of tender specifications.
- (v) Site grading plan and layout of roads/storm water disposal / sewage disposal at above locations.
- (vi) Fire-fighting facilities at above locations.

3.9 Survey (Soil Investigation, Geo-Technical, Hydrological Survey)

- (i) Preparation of tender specifications & documents for above survey works.
- (ii) Techno commercial evaluation of bids.
- (iii) Supervision during surveys such as Area survey, Crossings, Alignment finalization, Steel pipeline survey etc.
- (iv) Review of soil investigations/ survey reports.
- (v) Review of Topographic surveys of SV Stations, City Gate Stations, CNG & LNG/LCNG Stations.

3.10 SAFETY

- (i) HAZOP study during detail engineering, construction & commissioning.
- (ii) Preparation of Disaster Management Plan/ ERDMP, Onsite and Offsite Emergency

Action Plan, Safety Manual for commencement of commissioning of the respective CGD systems.

- (iii) Review & approval of procedures for safe working such at heights, etc.
- (iv) Provision for Designated Safety Officials in all Works Tenders.

4.0 PROCUREMENT SERVICES

The PMC will be responsible for preparing all the Tender documents for all the Purchase and Work Orders. The tender documents will incorporate the PBGPL standardized “General Conditions of Contract” and “Instruction to Bidders” which will be provided by PBGPL to PMC. The tendering will be done strictly as per PBGPL C&P Procedure including compliance to various timelines specified therein and Notification / Guidelines being issued by Ministry, Government of India and Central Vigilance Commission etc. from time to time.

I. Approval of supplier Drawings / Designs.

II. Master Vendor List:

A master vendor/ sub vendor list is to be prepared for supply of all materials and equipment, contracts. This list will be based on consultant’s experience with Indian and worldwide vendors as per relevant code/standard, PTR etc. Efforts will be made to include as many Indian vendors as possible. Vendors on **holiday/ banning** list of PBGPL/ GAIL Gas /OIL/ AGCL/ Consultant during tendering will not be considered.

III. Warranties and Guarantees:

EPMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced. (Same shall be within the framework of PBGPL C&P Procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.

IV. Enquiries:

The PMC shall assign a central procurement team to manage and conduct the purchase of all equipment and materials. For incorporating the Material Code, the PMC will be given the PBGPL Material Code database.

- V. Reasons for cost variation between estimated costs submitted with recommendation for price bid opening and Order value.
- VI. Material/ Purchase Requisitions (MR / PR) are to be processed through ERP (SAP). Necessary authorization and access would be provided to the PMC personnel.
- VII. Consultant will prepare MR in such way that surplus generation is 3 % or less, w.r.t to the total procurement.

5.0 INSPECTION

- i) Preparation of Inspection and testing plan.
- ii) Preparation and Submission of all drawings / documents required for manufacturing to vendors / contractors. Granting approval to all drawings / documents submitted by vendor for start & during manufacturing. PMC shall also expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- iii) Preparation of inspection and expediting procedure.

- iv) Preparation of vendors manufacturing and delivery schedules.
- v) Expediting of vendors for timely action on sub-contracted items.
- vi) Approval of vendor's procedures in time for manufacturing.
- vii) Material identification and marking.
- viii) Witnessing of performance/acceptance tests as applicable (except SAT).
- ix) Preparation of periodic inspection and expediting reports.
- x) Issuance of final "Inspection Release Note" after inspection.
- xi) If for some reason, EPMC Inspection official is not able to carry out Inspection of certain items, the vendor may get it inspected by a 3rd party (TPI). EPMC will review the report of the TPI for final clearance.
- xii) For Inspection
 - a) Stage inspection will be carried out selectively based on purchase requisition.
 - b) For critical/major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical/minor equipment and bulk materials acceptance shall be on the basis of review of relevant test certificates/actual inspection as decided by the inspector in consultation with PBGPL (Critical/ major items include Steel Line pipes, CNG Compressors, MRS / DRS, Dispensers, Ball valves etc.)
 - c) Payment towards to & fro journey for out station tour will be restricted to a maximum of 3 man-days.

6.0 CONTRACTING

- (i) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works.
- (ii) Prepare Tender documents for all works.
- (iii) BEC recommendation.
- (iv) Prepare contract documents.
- (v) Prepare tendering status report.
- (vi) The consultant shall follow PBGPL Integrated Procurement Procedure, GCC, ITB etc. for all contracts (Consultant before submitting the bid, if desire to study the C&P procedure, General Conditions of Contract –GCC & Instruction to Bidders-ITB can refer the copy of same at PBGPL office.)
- (vii) PMC to extend its full support to PBGPL in preparation of documents to put up PBGPL claim or to present PBGPL position in case of any arbitral issue with the contractor / supplier.
- (viii) Quarterly closure and health monitoring report.

7.0 COST ENGINEERING

- i) Prepare periodic cost status reports (monthly).
- ii) Prepare MR and detail cost estimates for bid comparison purposes.
- iii) Preparation of accurate estimates in time (based on past data/ CPWD basis/

Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (+/-) 10% shall call for analysis. In case of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC.

- iv) In case of the deviation between cost estimate provided by the PMC at the time of bid submission / final estimate and the actual L1 price being more than (+/-) 15 %, then recovery shall be affected from the PMC's payment as below:

Let the actual awarded cost of a particular package = x

Let the total awarded cost of all the packages in the project = X

Therefore, recovery for that particular package, where the cost estimate deviation is more than (+/-) 15% deviation, is given by:

$$(x / X) * (2\% \text{ of awarded PMC cost})$$

- v) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.

8.0 PROJECT MANAGEMENT AND CONTROL

8.1 PROJECT MANAGEMENT

PMC shall assist PBGPL to execute the Project smoothly (excluding the Construction Management) wherein they will be required to work in close coordination with PBGPL Project team for efficient and timely completion of the project. PMC shall perform following activities:

- (i) Establishment of Communication Procedures in concurrence with PBGPL.
- (ii) Establishment of procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, Delivery, etc.
- (iii) Defining the "Scope of Work" for various groups.
- (iv) Attending the Monthly Project Review Meetings with PBGPL.
- (v) Coordination with vendors / contractors, relating to the procurement of items. Providing timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- (viii) Preparation of various reports/ draft reply letters as required from time to time by PBGPL and for onward submission to Government & statutory authorities.
- (ix) Providing information on best international practices being followed across the globe for CGD projects as and when the information is desired by PBGPL for effective and timely project completion.

8.2 PROJECT MONITORING AND CONTROL

- a. Preparation of detailed project schedule.
- b. Identification of all activities falling on the critical path of the project.
- c. Identification of all activities requiring close co-ordination /synchronization.
- d. Preparation of a look-ahead model/ catch-up plan for the project from time to time.

- e. Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.
- f. Identification of all activities/steps required for execution of the project within approved cost.
- g. Identification of all activities/steps required for execution of the project within stipulated time
- h. Highlight pitfalls, if any, caused by the Project Consultant/ - any agency hindering efficient execution of the project
- i. Monitoring of contractor logistics for line pipe, manufacturing, coating.
- j. Providing all inputs / performing all project monitoring activities as desired by the PBGPL Management/Project Group from time to time for timely completion of the project.
- k. Carrying out quality audits and identifying the root causes of the problems encountered.

8.3 FACTORY ACCEPTANCE TESTS & SITE ACCEPTANCE TESTS

- (i) Witness & certification of Factory Acceptance Tests in the premises of vendor for supply materials viz, CNG Compressors, dispensers, cascades, DRS, MRS, DCU, MRU, Steel pipe, valves, PE pipes SS tubes etc.
- (ii) Witness & certification of Site Acceptance Tests (wherever desired by PBGPL) of equipment purchased/Procured and are being installed/erected for commissioning/start up on the advice of PBGPL Only.

9.0 EXCLUSIONS FROM SCOPE OF WORK

- a) Any type of engineering consultancy and/or any other services for additional /new facilities under City Gas Distribution project except those needed for meeting the MWP target.
- b) Permissions for pipeline laying and land acquisition.
- c) Any type of survey work.
- d) Re-engineering activity due to change in work philosophy, location etc. due to any reason not attributable to consultant, whatsoever in nature.
- e) Implementation of Insurance policies shall be carried out either by PBGPL or by Vendor/Contractor.
- f) Compliance of Industrial relation functions and labour laws at work sites.
- g) Tender / NIT advertisement fees shall be in PBGPL's scope and shall be reimbursed at actual along with taxes, as applicable. Tender fee received against sale of tender document from various agencies shall be forwarded to PBGPL.
- h) Customs clearance Charges, transportation and store expenses.
- i) Any type of statutory approvals from various Central / State Govt. Organizations/ Agencies, etc.
- j) Arranging Store Space, Safety and Security of Store Materials.
- k) Involvement in marketing efforts required for CNG & PNG business.

10.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING

- a) In case there is addition in Scope of Work, fees for the same shall be as per the mutually discussed and agreed upon terms and conditions.
- b) Additional works arising out of PBGPL's policy change or change of decisions/ Work philosophy, location etc. or for reasons not attributable to PMC shall be considered as extra works.

11.0 OTHER CONDITIONS

- i. The PMC shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- ii. The PMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- iii. The consultant shall take approval/concurrence from PBGPL on major and critical issues e.g. Design Basis, P&IDS etc.
- iv. There may be minor changes in scopes and extra activity may be carried out during the implementation for the completion of the project. The PMC shall not be entitled for extra payment for the same.
- v. The PMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- vi. The PMC should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- vii. The PMC shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- viii. Approvals, if any, will be given by PBGPL for Design basis, P&IDs.
- ix. Issuance of Purchase orders, executing agreement with vendors/ contractors, releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors etc. for all cases will be done by client.
- x. All assistance required by PBGPL (viz: but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to PBGPL.
- xi. The consultant shall attend (& contribute) to Project & Construction Review meetings taken by PBGPL management at Project/ Corporate/ Site offices of PBGPL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted price only, which shall be participated by the appropriate level of executive of PMC.
- xii. The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to PBGPL.
- xiii. PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration (for cases other than post award of works contracts):
 - a) Examining & providing reply of claims etc.
 - b) Participation in arbitration proceedings.
- xiv. The project manager or his authorized representative will attend PBGPL office on

regular basis for co-ordination, measurement certification if any, approval of drawings & other project activities.

- xv. The consultant will be notified about their performance on periodic basis.
- xvi. In case of SOR item no: 2.12, 2.21, 2.22, 2.4 and 2.5, mobilization will be done as per notification/Intimation from client.

12.0 TIME SCHEDULE

The Completion Schedule for project as detailed is of 24 months w.e.f. the date specified in the FOA/LOA/Notification of Award, which can be extended further for 12 months on same rate and terms and conditions by PBGPL. Further PBGPL may decide to execute only some of the SOR Items(s) during the contract period and may also decide to short close the contract with a notice period of 02 months without any financial implication at either side.

13.0 RESOURCES OF PMC

- a) The PMC will be required to depute qualified, experienced resources for execution of the CGD project in each GA.
- b) The consultant shall submit the following for approval of PBGPL after the job is awarded/LOA is placed
 - (i) PMC Organogram including site offices at each GA.
 - (ii) Resource Deployment schedule.
- c) Various categories of resources required to be deployed for the project construction are detailed as under:

S. No.	Type	Qualification and Knowledge	Experience
1.	Resident Construction Management	Degree in Engineering in any Discipline. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to gas pipelines, CGD sector, Industry accepted Best Practices in executing CGD/ Pipeline projects. Govt. Guidelines related to CGD Sector, PNGRB T4S for CGD.	Overall Experience: At least 10 years of experience in construction management of Cross-Country Gas pipeline project / City Gas Distribution (CGD) Mandatory Experience: Out of the 10 years' experience, at least 5-year experience must be in senior position in execution of CGD Projects/ hydrocarbon pipeline projects.
2.	Site Store In charge	B.Tech/BE / Diploma qualification OR Graduate with diploma in material management	Minimum 02 years work experience and adequate knowledge of ERP/SAP system/store Management
3.	Construction Engineer for Steel Pipeline Laying/ DRS/ DCU/	B. Tech / BE Or Diploma in Engineering	Minimum 02 years of relevant work experience in case of B.Tech (Mech.)/ BE (Mech.) or 4 years in case of Diploma and adequate knowledge of relevant standards/codes.

	CGS/ CNG/ LCNG/ LNG/ MDPE Laying/ LMC/ GI connectivity		
--	---	--	--

NOTE: Bidder shall ensure that the above-mentioned resources to be deployed at various PBGPL sites must be on permanent payroll of bidder/ direct company payroll/ on term contract with the PMC during the contract period. Accordingly, bidder has to provide ID cards etc to their deployed resources.

14.0 PAYMENT TERMS

Payment shall be made to PMC against **monthly RA Bill ONLY per GA**, based on executed work/ services as per SOR and payment terms as defined and annexed with this tender.

15.0 KEY RESULT AREAS AND RECOVERIES

It is the prime responsibility of the PMC to complete the Scope /Services/Project in schedule time. The consultant would schedule and execute Scope /Services /Project activities such as to complete the entire project within the schedule target. Recoveries would be affected for the delays attributable to the PMC. The PMC shall be periodically intimated about their performance.

Key result areas of the performance of the PMC along with the indicated recoveries are mentioned in the following table. Recoveries under this clause are subject to article 3.15 of GCC on *limitation of liabilities*.

Table 1:

Sl. No.	Activity	Recovery
1	Design deficiency and deficiency in services	0.5 % of contract value in each case subject to a maximum of 3% of total contract value/ WO as the case be excluding taxes.
2	Variation in cost estimate and recommended contract / order value of more than (+/-) 15% as per relevant clause of 7.0 i.e. Cost Engg.	$(x / X) * (2\% \text{ of awarded PMC cost})$ (x, X are defined in clause 3.6 iv Cost Engg.

Table 2:

S no.	Activity	Time line	Recovery/Penalty
1	Submission of the Final Tender documents along with BEC, Cost Estimate, BOM/SOR, S C O P E , SR/PR etc in soft copy (after Finalization of the scheme and other important criteria)	04 weeks from the date of intimation	Rs.10,000/- per week for each package
2	Submission of HAZOP Study report	06 weeks from the date of intimation	Rs. 5,000/- per week for each report
3	Submission of the Engineering Drawings/PESO layout for CNG/LNG/LCNG station	i. For PESO Lay out - 02 weeks. ii. For All engineering drawings -04 weeks	Rs 5000/ per week for each instance for each CNG station
4	Approval of Drawings/ Documents of Vendors for manufacturing of Equipment/ Materials	Within 02 weeks, after receipt of complete doc. from Vendors	Rs. 5,000/- for each case per week.

Note: The retention/ recoveries against key result areas mentioned at Table 1 & 2 above shall be levied with a maximum cap of 5% of the contract value.

16.0 PRICE REDUCTION SCHEDULE

Not Applicable for instant tender

17.0 FEES

- Fee and payment against each SOR items for the services shall be as per Schedule of Rates.
- Applicable GST is to be quoted by PMC.
- Reimbursement of Tender / NIT advertisement fees including taxes, as applicable, by PBGPL.
- No foreign tour has been envisaged.
- All the rates mentioned in Schedule of Rates are valid till the completion of the Project including extension if any.

The contract period can be extended further 12 months beyond initial contract period of 24 months on same terms and condition including the unit rate/s. Further PBGPL may decide to execute only some of the SOR Items (s) during the contract period and may also decide to short close the contract with a notice period of 02 months without any financial implication at either side.

18.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, and other conditions mentioned in Scope of services, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Contract agreement
- ii) Detailed Letter of acceptance along with statement of Agreed variations, if any.
- iii) Fax of Acceptance (Schedule of Rates)
- iv) Job / Particular Specifications /Scope of Works
- v) Drawings
- vi) Special Conditions of Contract
- vii) Technical / Material Specifications
- viii) Instructions to Bidder
- ix) General Conditions of Contract
- x) Other Documents forming part of the contract

19.0 GA Wise Breakup of SOR Quantities

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
1	Section -1 Engineering				
1.1	Development of CNG Stations-				
1.11	Preparation of Report on usage of Land / site -Carrying out site visit/s, preparation of report along with required drawing / Plan/Layout for usage of land for DRS / CNG / MRS/LNG, Storage space, Decompression unit etc as per the requirement of the project.				
1.12	Preparation of GAD (General Arrangement Drawing) for CNG Station layout	Nos.	2	2	4
1.13	Preparation of GAD General arrangement Drawing for DRS/MRS layout	Nos.	3	5	8

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
1.14	Engineering of Online Mother Station (Greenfield) / On line stations including office building (quantity to be checked)	Nos.	1	1	2
1.15	Engineering of CNG Station on RO / DODO/DBS	Nos.	13	26	39
1.16	Engineering of conversion of DBS to On line CNG station	Nos.	1	3	4
1.17	Engineering of Decompression Unit	Nos.	1	1	2
1.18	PESO Layout, Study of Drawings for Facilities for COCO / RO / DODOs / DBS	Nos.	13	26	39
1.19	Engineering for CGS	Nos.	1	0	1
1.2	Development of Steel Pipeline network				
1.21	Design & Engineering for development of Steel Pipeline network for CGD including Underground pipeline, above ground piping, SV Stations, CP systems, branch / spur pipeline connections to DRS/ MRS/ CNG stations / Consumer terminals including Instrumentation / electrical / Civil works for completion of the Steel pipeline network in all respect	Nos.	1	1	2
1.3	Development of MDPE & GI Pipeline network				

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
1.31	Design & engineering for Development of MDPE network for supplying Gas to Households, Commercial consumers, Industrial consumers etc including Sizing Interconnection among DRS, MRS, compliance of PNGRB regulations and relevant stds.	Nos.	1	1	2
1.32	GI Pipeline network for House hold / Apartments / commercial connections	Nos.	1	1	2
1.4	Common services -Supply Packages				
1.41	Preparation of Technical specifications & Bid document, floating of tender /Tender for multiple items and/ for multiple cities Evaluation of Bids, Recommendation for Placement of orders, subsequent release order, dispatch clearance etc - For Supply package (Tendering would be carried out jointly for both GAs i.e. GA-2 & GA-3)	Nos.	15		15
1.42	Closure of supply contract/report including submission of vendor evaluation, Completion certificate / execution certificate, feedback etc	Nos.	15		15
1.5	Common services - Works/Service Packages				

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
1.51	Preparation of Technical specifications & Bid document, Floating of tender/Tender for multiple scope and/ for multiple cities/ Locations Evaluation of Bids, Recommendation for Placement of orders, release of subsequent orders etc - For Composite / Construction / works / Service package (Tendering would be carried out jointly for both GAs i.e. GA-2 & GA-3)	Nos.	10		10
1.52	Closure of contract/report including submission of vendor evaluation, Completion certificate/ execution certificate, feed back, etc	Nos.	10		10
2	Section -2 SITE ACTIVITY				
2.1	Store Management:				
2.11	At each GA/City /Location				
2.12	Preparation of SIV/GRV / MIV/MRN, Management of stores such as receiving & issuing of the materials, Managing the stocks, Preservation of materials, Physical verification as per Owner's policy, Material reconciliation statement, Assistance in Lodging of claims as per Owner's policy	Man-Month	24	24	48
2.2	Construction Supervision at site				

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
2.21	Deployment of RCM (before start of construction till submission of closure recommendation), at each GA (having the qualification of BE/ BE Tech with 10 years of experience in construction) to look after the progress with overall responsibility of achieving the targets, including, Planning, availability of material, store management, work Scheduling, WO - Closure recommendation, Billing, recommendation, Appl, Budgeting/ Cash flow requirement, Capitalisation, Liabilities on qtr basis etc.	Man - Months	24	24	48
2.22	Carrying out the Site supervision of the work being executed at site for Steel / MDPE/ GI / CNG / De-compression facility etc for CGD project at each GA.	Man - Months	96	96	192
2.3	Boarding & Lodging facility including the office stationary. Computer and peripherals, office furniture etc. (Per guest house per month)	Guest House Months	24	24	48
2.4	Deployment of Vehicle for RCM at each GA (Per vehicle per month, to be paid as per actual deployment).	Vehicle Months	24	24	48
2.5	Deployment of Vehicle for construction and site supervision at each GA (Per vehicle per month, to be paid as per actual deployment).	Vehicle Months	24	24	48

Sl. No.	Description	UOM	Quantity		
			Cachar, Hailakandi & Karimganj (GA-9.02) (c)	Kamrup & Kamrup Metropolitan District (GA-9.03) (d)	Total Qty (e) = (c) + (d)
2.6	Any activity requiring visit to carry out inspection, testing, at vendor/manufacturer locations/ FAT. Issuance of IC, Dispatch clearance on behalf of PBGPL. (This includes the local transport at place of posting and at visiting places, and other incidental expenses. NOTE: Rate must include to and fro journey fare and accommodation charges at places(s) of visit(s)	Man-days	150		150

20.0 PAYMENT TERMS

Sl. No.	Description	Deliverables	Payment Break ups
1	Engineering		
1.1	Development of CNG Stations-		
1.11	Preparation of Report on usage of Land / site -Carrying out site visit/s , preparation of report along with required drawing / Plan/Layout for usage of land for DRS / CNG / MRS/LNG, Storage space, Decompression unit etc as per the requirement of the project.		
1.12	Preparation of GAD (General Arrangement Drawing) for CNG/LNG Station layout	On submission of Site visit report, GAD for CNG/LNG layout duly certified by EIC	100.00%
1.13	Preparation of GAD General arrangement Drawing for DRS/MRS layout	On submission of Site visit report, GAD DRS/MRS Layout duly certified by EIC	100.00%
1.14, 1.15, 1.16 & 1.17	1.14: Engineering of Online Mother Station (Greenfield) / On line stations including office building, 1.15: Engineering of CNG Station on RO / DODO/DBS, 1.16: Engineering of conversion of DBS to On line CNG station, 1.17: Engineering of Decompression Unit	Preparation and submission of required civil drawings (IFC drgs) - Certificate from EIC/ project Coordinator to this effect	50.00%
		Preparation and submission of Mechanical, Electrical, Instrumentation, Structural drawings etc. (IFC drgs) Certificate from EIC/Project Coordinator to this effect)	40.00%

Sl. No.	Description	Deliverables	Payment Break ups
		Approvals of documents of various Packages, Approvals of drawings and documents for bought out items etc Certificate from EIC/ project Coordinator to this effect	10.00%
1.18	PESO Layout, Study of Drawings for Facilities for COCO / RO / DODOs / DBS	Submission of Layout, drawing for PESO in required numbers in hard and soft copy, certification from EIC/ project Coordinator	80.00%
		Submission of As built drawing for PESO in required numbers in hard and soft copy, certification from EIC/ project Coordinator and after grant of license.	20.00%
1.19	Engineering for CGS	Preparation and submission of complete civil and architectural drawing including Foundation layout, RF details, Plot layout, Foundation drawing (IFC drgs) -Certificate from EIC/project Coordinator to this effect)	60.00%
		Preparation and submission of Mechanical Electrical, Instrumentation, Structural Firefighting, etc (IFC drgs) Certificate from EIC/ project Coordinator to this effect)	30.00%

Sl. No.	Description	Deliverables	Payment Break ups
		Approvals of documents of various Packages, approvals of drawings, documents for bought out items etc Certificate from EIC/ project Coordinator to this effect)	10.00%
1.2	Development of Steel Pipeline network		
1.21	Design & Engineering for development of Steel Pipeline network for CGD including Underground pipeline, above ground piping, SV Stations, CP systems, branch / spur pipeline connections to DRS/ MRS/ CNG stations / Consumer terminals including Instrumentation / electrical / Civil works for completion of the Steel pipeline network in all respect	On completion of simulation on Pro-rata basis with GA wise and submission of the report for the awarded scope, dully certified by EIC/Project Coordinator	100.00%
1.3	Development of MDPE & GI Pipeline network		
1.31	Design & engineering for Development of MDPE network for supplying Gas to Households, Commercial consumers, Industrial consumers etc including Sizing Interconnection among DRS, MRS, compliance of PNGRB regulations and relevent stds.	On completion of simulation of MDPE and GI network on Pro-rata basis with GA wise and submission of the report for the awarded scope, dully certified by EIC/Project Coordinator	100.00%
1.32	GI Pipeline network for House hold / Apartments / commercial connections	On completion of simulation of GI network on Pro-rata basis with GA wise and submission of the report for the awarded scope, dully certified by EIC/Project Coordinator	100.00%

Tender No.: PBGPL/C&P/EMPC/2026/773/03 FOR HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS

Sl. No.	Description	Deliverables	Payment Break ups
1.4	Common services -Supply Packages		
1.41	Preparation of Technical specifications & Bid document, Floating of tender /Tender for multiple items and/ for multiple cities Evaluation of Bids, Recommendation for Placement of orders, subsequent release order, dispatch clearnce etc - For Supply package	Floating of tender/NIT Publication	60.00%
		Submission of PBO recommendation of each package/Tender	20.00%
		Placement of FOI of each package/ Tender to the respective bidder's submission of award recommendation	10.00%
		Placement of LOA manually and also through SAP of each package/Tender to the respective bidder	10.00%
1.42	Closure of supply contract/report including submission of vendor evaluation, Completion certificate / execution certificate, feedback etc.	After acceptance of recommendation at Owner for closure of contract	100.00%
1.5	Common services - Works/Service Packages		
1.51	Preparation of Technical specifications & Bid document, Floating of tender/Tender for multiple scope and/ for multiple cities/ Locations Evaluation of Bids, Recommendation for Placement of orders, release of subsequent orders etc - For Composite / Construction / works / Service package.	Floating of tender/NIT Publication	60.00%
		Submission PBO recommendation of each Tender/ bidder	20.00%
		Placement of FOI of each package /Tender to the respective bidder/s submission of award recommendation	10.00%

Sl. No.	Description	Deliverables	Payment Break ups
		Placement of LOA manually and also through SAP to respective bidder/s	10.00%
1.52	Closure of contract/report including submission of vendor evaluation, Completion certificate/ execution certificate, feedback, etc	After acceptance of recommendation at Owner for closure of contract, Evaluation report	100.00%
2	Section -2 SITE ACTIVITY		
2.1	Store Management:		
2.11	At each GA/City /Location		
2.12	Preparation of SIV/GRV / MIV/MRN, Management of stores such as receiving & issuing of the materials, Managing the stocks, Preservation of materials, Physical verification as per Owner's policy, Material reconciliation statement, Assistance in Lodging of claims as per Owner's policy	Payment on Pro-rata basis for each month	100.00%
2.2	Construction Supervision at site		
2.21	Deployment of RCM (before start of construction till submission of closure recommendation), at each GA (having the qualification of BE/ BE Tech with 10 years of experience in construction) to look after the progress with overall responsibility of achieving the targets, including, Planning, availability of material, store management, work Scheduling, WO - Closure recommendation, Billing, recommendation, Appl, Budgeting/ Cash	On submission of certified attendance by EIC/Project coordinator on monthly basis	100.00%

Tender No.: PBGPL/C&P/EMPC/2026/773/03 FOR HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS

Sl. No.	Description	Deliverables	Payment Break ups
	flow requirement, Capitalization, Liabilities on qtr. basis etc.		
2.22	Carrying out the Site supervision of the work being executed at site for Steel / MDPE/ GI / CNG / De-compression facility etc for CGD project at each GA.	On submission of certified attendance by EIC/Project coordinator on monthly basis	100.00%
2.3	Boarding & Lodging facility including the office stationery. Computer and peripherals, office furniture etc. (Per guest house per month)	On submission of Monthly Bills by project coordinator on Monthly basis	100.00%
2.4	Deployment of Vehicle for RCM at each GA (Per vehicle per month, to be paid as per actual deployment).	On submission of Monthly Bills by project coordinator on Monthly basis	100.00%
2.5	Deployment of Vehicle for construction and site supervision at each GA (Per vehicle per month, to be paid as per actual deployment).	On submission of Monthly Bills by project coordinator on Monthly basis	100.00%
2.6	Any activity requiring visit to carry out inspection, testing, at vendor/manufacturer locations/ FAT. Issuance of IC, Dispatch clearance on behalf of PBGPL. (This includes the local transport at place of posting and at visiting places, and other incidental expenses.) NOTE: Rate must include to and fro journey fare and accommodation charges at places(s) of visit(s)	On submission of Monthly Bills by project coordinator on Monthly basis	100.00%

SECTION VI:
Schedule of Rates (SOR)/PRICE BID/BOQ

NOTE: Excel sheet of BOQ available on Govt. e-Procurement System of National Informatics Centre (NIC):

<https://etenders.gov.in/eprocure/app>

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: PURBA BHARATI GAS PVT. LTD.

Name of Work: HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA

Tender No: PBGPL/C&P/EPMC/2026/773/03 (Tender ID: 2026_PBGPL_264615_1)

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
1. Bidders are advised to refer Cl No. 19.0 under Section-V of the Tender Document for GA wise Breakup of SOR Quantities								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Total Quantity	Units	Unit Rate- Exclusive of GST (INR)	GST Rate (Bidder to enter percentage of applicable GST without suffixing % symbol)	TOTAL AMOUNT Exclusive of GST (INR)	TOTAL AMOUNT Inclusive of GST (INR)	TOTAL AMOUNT In Words
1	Section-1: ENGINEERING							
1.1	Development of CNG Stations-							
1.11	Preparation of Report on usage of Land / site- Carrying out site visit/s , preparation of report along with required drawing / Plan/Layout for usage of land for DRS / CNG / MRS/LNG, Storage space , Decompression unit etc as per the requirement of the project.							
1.12	Preparation of GAD (General Arrangement Drawing) for CNG Station layout	4.000	Nos.			0.00	0.00	INR Zero Only
1.13	Preparation of GAD General arrangement Drawing for DRS/MRS layout	8.000	Nos.			0.00	0.00	INR Zero Only
1.14	Engineering of Online Mother Station (Greenfield) / On line stations including office building (quantity to be checked)	2.000	Nos.			0.00	0.00	INR Zero Only
1.15	Engineering of CNG Station on RO / DODO/DBS	39.000	Nos.			0.00	0.00	INR Zero Only
1.16	Engineering of conversion of DBS to On line CNG station	4.000	Nos.			0.00	0.00	INR Zero Only
1.17	Engineering of Decompression Unit	2.000	Nos.			0.00	0.00	INR Zero Only
1.18	CCOE Layout, Study of Drawings for Facilities for COCO / RO / DODOs / DBS	39.000	Nos.			0.00	0.00	INR Zero Only
1.19	Engineering for CGS	1.000	Nos.			0.00	0.00	INR Zero Only
1.2	Development of Steel Pipeline network							
1.21	Design & Engineering for development of Steel Pipeline network for CGD including Underground pipeline, above ground piping, SV Stations, CP systems, branch / spur pipeline connections to DRS/ MRS/ CNG stations / Consumer terminals including Instrumentation / electrical / Civil works for completion of the Steel pipeline network in all respect	2.000	Nos.			0.00	0.00	INR Zero Only
1.3	Development of MDPE & GI Pipeline network							
1.31	Design & engineering for Development of MDPE network for supplying Gas to Households, Commercial consumers, Industrial consumers etc including Sizing Interconnection among DRS, MRS, compliance of PNGRB regulations and relevant stds.	2.000	Nos.			0.00	0.00	INR Zero Only
1.32	GI Pipeline network for House hold / Apartments / commercial connections	2.000	Nos.			0.00	0.00	INR Zero Only
1.4	Common services -Supply Packages							

Tender No.: PBGPL/C&P/EPMC/2026/773/03 FOR HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS

1.41	Preparation of Technical specifications & Bid document, Floating of tender /Tender for multiple items and/ for multiple cities Evaluation of Bids, Recommendation for Placement of orders, subsequent release order, dispatch clearance etc - For Supply package (Tendering would be carried out jointly for both GAs i.e. GA-2 & GA-3)	15.000	Nos.			0.00	0.00	INR Zero Only
1.42	Closure of supply contract/report including submission of vendor evaluation, Completion certificate / execution certificate, feed back etc	15.000	Nos.			0.00	0.00	INR Zero Only
1.5	Common services - Works/Service Packages							
1.51	Preparation of Technical specifications & Bid document, Floating of tender/Tender for multiple scope and/ for multiple cities/ Locations Evaluation of Bids, Recommendation for Placement of orders, release of subsequent orders etc - For Composite / Construction / works / Service package (Tendering would be carried out jointly for both GAs i.e. GA-2 & GA-3)	10.000	Nos.			0.00	0.00	INR Zero Only
1.52	Closure of contract/report including submission of vendor evaluation, Completion certificate/ execution certificate, feed back, etc	10.000	Nos.			0.00	0.00	INR Zero Only
2	Section 2: SITE ACTIVITY							
2.1	Store Management :							
2.11	At each GA/City /Location							
2.12	Preparation of SIV/GRV / MIV/MRN, Management of stores such as receiving & issuing of the materials, Managing the stocks, Preservation of materials, Physical verification as per Owner's policy, Material reconciliation statement, Assistance in Lodging of claims as per Owner's policy	48.000	Man-Month			0.00	0.00	INR Zero Only
2.2	Construction Supervision at site							
2.21	Deployment of RCM (before start of construction till submission of closure recommendation), at each GA (having the qualification of BE/ BE Tech with 10 years of experience in construction) to look after the progress with over all responsibility of achieving the targets, including, Planning, availability of material, store management, work Scheduling, WO - Closure recommendation, Billing, recommendation, Appl. Budgeting/ Cash flow requirement, Capitalisation, Liabilities on qtr basis etc.	48.000	Man - Months			0.00	0.00	INR Zero Only
2.22	Carrying out the Site supervision of the work being executed at site for Steel / MDPE/ GI / CNG / De-compression facility etc for CGD project at each GA.	192.000	Man - Months			0.00	0.00	INR Zero Only
2.3	Boarding & Lodging facility including the office stationary, Computer and peripherals, office furniture etc. (Per guest house per month)	48.000	Guest House Months			0.00	0.00	INR Zero Only
2.4	Deployment of Vehicle for RCM at each GA (Per vehicle per month, to be paid as per actual deployment).	48.000	Vehicle Months			0.00	0.00	INR Zero Only
2.5	Deployment of Vehicle for construction and site supervision at each GA (Per vehicle per month, to be paid as per actual deployment).	48.000	Vehicle Months			0.00	0.00	INR Zero Only
2.6	Any activity requiring visit to carry out inspection, testing, at vendor/manufacture locations/ F&T, Issuance of IC, Dispatch clearance on behalf of PBGPL. (This includes the local transport at place of posting and at visiting places, and other incidental expenses. NOTE: Rate must include to and fro journey fare and accommodation charges at place(s) of visit(s))	150.000	Man-days			0.00	0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only		

Tender No.: PBGPL/C&P/EPMC/2026/773/03 FOR HIRING OF EPMC FOR ENGINEERING, DESIGN AND PROCUREMENT SERVICES FOR KAMRUP & KAMRUP METROPOLITAN GA AND CACHAR, HAILAKANDI & KARIMGANJ GA FOR A PERIOD OF 2 YEARS