



Vadodara Gas Limited



VADODARA GAS LIMITED

**Corporate Office: 1st Floor, Riddhi Tower, Manisha
Circle, Old Padra Road - 390015 Vadodara, Gujarat
CIN : U40106GJ2013PLC076828**

**TENDER NO:
VGL/CO/C&P-PNG/BD202605P323**

TENDER DOCUMENT

FOR

PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

Tender Submission Due Date & Time on n-procure	23/06/2026 up to 1400 Hrs.
Tender Opening Date & Time on n-procure	23/06/2026 at 1500 Hrs.
Submission of Tender Fee, EMD & Power of Attorney (Physical Copy)	29/06/2026 up to 1700 Hrs.
Tender Fee	₹ 5,000.00
Earnest Money Deposit [EMD]	₹ 3,83,760.00



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Important Instruction

Please Note that this “Request for Quotation [RFQ]” is on “Zero-Deviation” basis. VGL will Accept Offers based on Terms and Conditions of this “Request for Quotation [RFQ] & Tender Document” only. Deviation to Terms and Conditions of “Request for Quotation [RFQ] & Tender Document” May Lead to Rejection of Offer.

“Incomplete and Conditional Bids shall not be considered”

Prior to Detailed Evaluation, Pursuant to “Bid Evaluation and Rejection Criteria”, VGL Will Determine the Substantial Responsiveness of Each Bid to the “RFQ & Tender Document”. For the purpose of this, a Substantially Responsive Bid is one which Conforms to all the Terms and Conditions of the Bidding Documents without ‘Deviations’ or ‘Reservations/ Exceptions’. VGL’s Determination of a Bid’s Responsiveness is based on the Content of the Bid Itself, Without Recourse to Extrinsic Evidence.

‘Technical’ and/ or ‘Commercial’ Query(S), If Required, may be Raised on The Bidder(S) – the Decision for Which will be Solely Based on Circumspection by ‘Vadodara Gas Limited; However, Issuance of Request for Such ‘Clarifications’ shall not be Resorted to More Than ‘Once’. The ‘Response(S)’ to the same shall be in Writing, 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 “RFQ & Tender Document”, and Submit all Requisite Documents as Mentioned in this “RFQ & Tender Document”, Failing Which Your Offer will be Liable for Rejection.



Bidder Must Have to Upload the Following Documents (all in Legible copy) on n-Procure in Preliminary Stage. If they Fails to Upload any of the following documents, Their Bid shall be Out Rightly Rejected. Further, No Techno – Commercial Query will be raised:

- 1) Technical Documents (Like WO/LOA/PO along with Its Work Completion Certificate along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer) as stipulated in BEC and duly self-attested by authorized signatory.**
- 2) Commercial Documents (Supporting Documents i.e. F 16 (The format provided in Tender Documents), Audited Balance Sheets with P&L Statements of all last three preceding F.Y., etc.) along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Accountant) as stipulated in BEC and duly self-attested by authorized signatory.**
- 3) Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer). The scanned copy of tender fee i.e. Bank Drafts/ Banker Cheque/ Transaction details of bank transfer to be uploaded along with e-bid.**
- 1) EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney**
- 2) Forms & Formats duly filled, Signed & Stamped as specified in bid document and duly self-attested by authorized signatory.**
- 3) Tender Documents Including GCC with Signed & Stamped/ Digital Signature**
- 4) Other Documents Like MSME, PAN, GST, PF, ESIC, ISO, Technical Certifications, Technical Drawings, Data Sheets etc. and All Others Which shall be Required along with All Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer/ Chartered Accountant) as specified in bid document and duly self-attested by authorized signatory.**

Note:

- 1. Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form only.**
- 2. Any vendor who has been previously issued a Release Order but has failed to supply the ordered quantity, by the Bid Due Date of the subject tender, the bids of those suppliers shall not be evaluated and rejected.**



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Instruction to Bidders for Uploading and Submission of Techno – Commercial Bid Documents on n-Procure and in Physical form respectively

The said tender has been uploaded on (n) Procure (<https://tender.nprocure.com>) for the above-mentioned works/ services.

All the bidders are hereby instructed to upload & submit their techno-commercial bid as per the following:

1) Documents to be upload (all in Legible copy) on n-Procure in Preliminary Stage:

- i) Entire Tender Documents including GCC and Replies to bidder's queries & Corrigendum (if any) with digital signature.
- ii) Forms & Formats duly filled, Signed & Stamped as specified in bid document and duly self-attested by authorized signatory.
- iii) Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer). The scanned copy of tender fee i.e. Bank Drafts/ Banker Cheque/ Transaction details of bank transfer to be uploaded along with e-bid.
- iv) EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney.
- v) Technical Documents (Like WO/LOA/PO along with Its Work Completion Certificate along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer) as stipulated in BEC and duly self-attested by authorized signatory.
- vi) Commercial Documents (Supporting Documents i.e. F 16 (The format provided in Tender Documents), Audited Balance Sheets with P&L Statements of all last three preceding F.Y., etc.) along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Accountant) as stipulated in BEC and duly self-attested by authorized signatory.
- vii) Other Documents Like MSME, PAN, GST, PF, ESIC, ISO, Technical Certifications, Technical Drawings, Data Sheets etc. and All Others Which shall be Required along with All Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer/ Chartered Accountant) as specified in bid document and duly self-attested by authorized signatory.

2) Documents to be submitted in physical form/ hard copy:

Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form only.

NOTE:

- 1) All the documents are to be upload in Legible Copy on n-procure in Preliminary Stage whose maximum allowable file size is 10 MB. However, there is no restriction on number of files uploaded.
- 2) All bids should be upload in Legible Copy on n-procure in Preliminary Stage and submitted hard copy Tender Fee, EMD & Power of Attorney at the designated office before the respective deadlines failing to which bid will be summarily rejected.



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- 3)** Price bid is only to be upload/ filled on n-Procure in the BOQ provided. No physical/ hard copy of the same is to be submitted.



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SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO: VGL/CO/C&P-PNG/BD202605P323

FAQ [Questions and Answers]

Sl. No.	Questions	Answer
1	Where the bidder can see the Tender floated by VGL?	<p>Please visit VGL website www.vgl.co.in for complete details of tender document including qualifying requirements, important dates, etc.</p> <p>Only Tender submitted by bidder on n-Procure (https://tender.nprocure.com) will be accepted and submit Hard Copies of Tender Fee, EMD & Power of Attorney in Physical form only will be taken into consideration.</p> <p>All document related to techno-commercial bid must be uploaded in Legible Copy on n-Procure in the preliminary stage and submit Hard Copies of Tender Fee, EMD & Power of Attorney in Physical form only</p>
2	Whether Hard copy of Bids is to be submitted of the online uploaded documents?	Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form must be submitted within the time frame allotted. Price Bid shall be considered only on n-Procure.
3	Whether EMD is prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Are there any guideline/ instructions how to prepare EMD and Security Deposit?	Yes, please refer ITB Section of Tender Document.
5	In case of e-tender, whether EMD in original are to be forwarded to concerned department of VGL after uploading a copy of same in e-tender portal by the bidder?	Yes, original Tender Fee & EMD, copy of which has been uploaded, are to be forwarded and must be received in VGL before the deadline as mentioned in the ITB, failing which the bid will be rejected irrespective of their status in tender and notwithstanding the fact that a copy of Tender Fee, EMD was earlier uploaded by the bidder.
6	Is there any exemption in submission of EMD, Tender Fee and Security Deposit?	Yes, Refer Clause No. 40.0 of ITB
		There is no exemption in submission of SD (Security Deposit)
7	Whether Late bid can be considered?	NO
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any)	NA



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	pertaining to that tender?	
9	Is BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/ Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/ tendering, BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/ Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical criteria are formulated which is usually incorporated in tender to ascertain the experience of capable bidder which is a qualifying criterion of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder(s) who does not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	No, once the bids have been received no amendment/ modification/ relaxation of BEC are permitted.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per base rate of Interest of SBI plus 6.25%.
15	In which cases Fall Clause is applicable?	Fall clause is applicable only in case of nomination and proprietary/ OEM procurement.



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Section – I

Invitation for Bids [IFB]



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**Section – I
Invitation for Bid [IFB]**

Date: 10/06/2026

**To,
Prospective Bidders**

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.:

Dear Sir/ Madam,

1.0 Vadodara Gas Limited, the City Gas Distribution Company headquartered in Vadodara, Gujarat, India, invites bids on n-Procure (<https://tender.nprocure.com>) from bidders for the subject Work(s)/ services(s), 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	PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR
(B)	Tender No.	VGL/CO/C&P-PNG/BD202605P323
(C)	Type of Bidding System	Open Domestic Competitive Bidding Under Two Bid System
(D)	Type of Tender	Online (n-Procure)
(E)	Contract Period	24 Months
(F)	Delivery Period	60 Days
(G)	Tender Fee	₹ 5,000.00
(H)	Bid Security/ Earnest Money Deposit (EMD)	₹ 3,83,760.00
(I)	Pre-Bid Meeting	16/06/2026 at 1200 Hrs.
(J)	Tender Submission Due Date & Time on n-procure	23/06/2026 up to 1400 Hrs.
(K)	Tender Opening Date & Time on n-procure	23/06/2026 at 1500 Hrs.
(L)	Submission of Tender Fee, EMD & Power of Attorney (Physical Copy)	29/06/2026 up to 1700 Hrs.
(M)	Validity of Offer Up to	90 days from the due date of submission
In Case of the Days Specified above Happens to be a Holiday in VGL, The Next Working Day shall be Implied		

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 The Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney will be submitted in Original (in physical form) within the due date and time to the address mentioned in Bid Data Sheet (BDS):



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- 5.0 Bids complete in all respect should be uploaded on n-Procure and Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney reach (in physical form) at the address specified in Bid Data Sheet on or before the due date & time respectively. The Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), The EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/ Bidder's Eligibility Criteria (BEC) and wishes to quote against this tender, may obtain bidding document only on n-Procure (<https://tender.nprocure.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 8.0 Offer(s) received from bidders to whom tender/ information regarding tender has been issued as well as offers received from the bidder(s) by obtaining/ purchasing the tender document shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 9.0 Clarification(s)/ Corrigendum(s) if any shall also be available on n-Procure only.
- 10.0 VGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.0 All documents should be uploaded / submitted in Legible Copy on n-Procure and submit Hard Copies of Tender Fee, EMD & Power of Attorney only. Price Bid to be submitted on n-Procure only.
- 12.0 You are requested to raise all the techno-commercial queries (if any) before two days prior to pre bid meeting dated 16/06/2026 through mail to cnp@vgl.co.in & c.jadeja@vgl.co.in.
- 13.0 Any Techno-Commercial Queries (if any) will not consider after the aforesaid period.

**For & on behalf of
Vadodara Gas Limited**

Chandrasinh Jadeja
Dy. Manager (CGD) – C&P In-charge
Ph. 0265-2334075/ +91 88497 69061
Email – cnp@vgl.co.in & c.jadeja@vgl.co.in



Section – II

**Bidder's Eligibility Criteria [BEC],
Methodology for Evaluation and
Comparison of Bids & Instructions to
Bidders [ITB]**



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Section – II

Bidder's Eligibility Criteria [BEC]

1. Technical Criteria (As A Single Bidder):

Sl. No.	BEC (Technical)		Documents Required for Qualification	
1	The bidder shall be a regular manufacturer and or Authorized Distributor of PE Pipes used for Natural Gas service		The mill from which the quoted items proposed to be supplied should have the facilities of manufacturing PE Pipes for natural gas services as per IS:14885 (2001 edition). In case of authorized distributor bidder can submit the manufacturer detail	
2	Company’s Registration		Copies of: Valid Factory registration certificate/ Excise registration certificate/ NSIC certificate/ ISO certificate or any other document evidencing the bidder as manufacturer from appropriate authority	
3	Manufacturing facilities as per testing/ Quality control requirement		Copies of: Valid certificates for Bidder's established plant from such agencies as BIS/ CEIL/ Lloyds/ DNV/ BV/ TUV/ ABS/ Moody/ SGS/ GLI/ Velosi or equivalent	
4	The bidder must have manufactured and supplied a minimum of MDPE Pipes (PE 100 & SDR 11) in a single order/ contract to an established Natural Gas Distribution Company in any of previous 7 years to be reckoned from the final bid closing date:		Purchase Order along with Completion certification/ payment certificate along with invoice etc. issued by the purchaser/ end user, or receipted LR/ dispatch clearance from the purchaser/ end user along with inspection report/ inspection release note, in support of supply of PE pipe as per IS:14885 or equivalent in the last 7 (seven) years as detailed in BEC.	
Item No.	Nominal Diameter (mm)	SDR	Specification Standard	Minimum Supplied Qty. (In Mtrs.)
01	90 mm	11	IS-14885: 2001	25,000 Meters

NOTE:

1. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this 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/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders submit these documents in addition to the documents specified in the bidding document to meet BEC.
2. If the bidder has supplied higher diameter material, the same may be considered against the lower diameter requirement. However, if the bidder has supplied lower diameter material against the higher diameter requirement, the same shall not be considered.



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2. Financial Criteria (As A Single Bidder):

Sl. No.	BEC (Financial)	Document(s) required to be submitted to qualify BEC (Financial)
1.	The Minimum Average Annual Financial Turnover of the bidder should be ₹ 1,13,20,920.00/- during 03 Preceding Financial Years.	I. Bidder shall submit “Details of financial capability of Bidder” in the prescribed format (F-15) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA). II. Further, a copy of audited annual financial statements submitted in the bid shall be duly certified/ attested by Notary Public with a legible stamp
2.	The Net Worth of the Bidder should be Positive as per the Last Audited Financial Statement.	
3.	The Working Capital of the Bidder should have a minimum of ₹ 22,64,184.00/- as per the Last Audited Financial Year.	

Note:

- The 03 Preceding Financial Year shall be F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25.**
- Average Annual Turnover** – In case the tenders have the bid closing date up to 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of immediate 3 preceding financial years are not available, the bidder has the option to submit the audited financial results of the 3 years immediately before that. Wherever the closing date of the bid is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
- Net worth and Working Capital** –In case the tenders having the bid closing date upto 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of the immediately preceding financial year are not available, in such a case the audited financial results of the year immediately before that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the bidder has to compulsorily submit the audited financial result for the immediately preceding financial year.
- The documents such as purchase / work order completion / execution certificate, audited balance sheet etc required to be submitted by bidders to establish that they meet BEC. Any other document requested specific to work/job, should be finalized after proper deliberation by the tender committee and incorporated in the tender document.
- The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.
- Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have



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been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. (e.g. if WO/LOA/PO submitted, so queries will be raised for submission of Execution/Completion certificate in accordance with the submitted WO/LOA/PO), No new fresh document shall be considered.

7. 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. However, in case, main contractor and subcontractor with such end user certificate participates against same tender and seeks qualification based on same job, then main contractor will be preferred over sub-contractor in respect of qualification and accordingly subcontractor even with end user certificate will not be considered qualified.
8. The Bids submitted by only such bidders who meet fully the criteria, should be taken up for detailed evaluation. No relaxation is permitted for inclusion of any bidder(s) who do not meet the criteria in entirety, for reasons only to increase the competition.
9. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this 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/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders submit these documents in addition to the documents specified in the bidding document to meet BEC.
10. In absence of requisite documents, VGL reserves the right to reject the bid without making any reference to the bid.

Apart from the above, the Bidder must submit all other relevant documents/ information as specified in the Scope of Work/ SCC for Technical Evaluation of a bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

Note: Any vendor who has been previously issued a Release Order but has failed to supply the ordered quantity, by the Bid Due Date of the subject tender, the bids of those suppliers shall not be evaluated and rejected.

3. Methodology for Evaluation, Comparison & Award

3.1 As the total work is to be distributed into 03 nos. of bidders The ranking of bidders (L1, L2, L3) shall be determined by the bidder's evaluated price (arrived after applying quoted %age increase / decrease on total estimated price and GST) in ascending order.

3.2 Complete work shall be awarded to 04 bidders as per below mentioned Table

Rank	%age of Total Scope
L1	50
L2(*)	25
L3(*)	25

(*): Upon matching with price as quoted by L1 bidder.



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- 3.3 All acceptable bidders other than L1 (irrespective of their ranks) shall be asked to confirm matching their price with L1 bidder in a single step to save on time and order shall be placed (in additional to L1 bidder) on the other 02 bidders who have agreed to match the L1 price and are lowest in order of their rankings.
- 3.4 In case the total supply cannot be distributed due to “Non – availability of requisite numbers of acceptable bidders to match the L1 price “or “availability of less than requisite numbers of acceptable bidders agreeing to match L1 price”, total quantity will be issued to L1 successful bidder.
- 3.5 In case, after accepting the rates from both bidders, one bidder fails to supply the material in a timely manner, the remaining purchase order quantity will be allocated to the other bidder who is supplying the material regularly.
- 3.6 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having higher/ highest turnover in last audited financial year.
- 3.7 In case of a tie at the any position between two or more bidders, the preference for matching L1 rate will be asked to the bidder who having higher/ highest turnover in last audited financial year.

Note To "Bidder's Eligibility Criteria [BEC]" - [For Strict Compliance]

- [I] Bidders Must Furnish All Relevant Certificates/ Documents/ Information in Support of Their Credentials to the Above "Eligibility Criteria" along with the 'Offer', Failing which the 'Offer' may be Rejected Summarily.
- [II] Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.



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[G] Annexures

1. Annexure-I: Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices
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Instructions to Bidders [ITB]

[To be Read in Conjunction with Bidding Data Sheet (BDS)]

[A] – General

1 Scope of Bid

- 1.1 The Employer/ VGL as defined in the “General Conditions of Contract [GCC]”, wishes to receive Bid as described in the Bidding Document/ Tender document issued by Employer/ Owner/ VGL.
- 1.2 Scope of Bid: The scope of Supply shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms ‘Bid’, ‘Tender’ & ‘Offer’ and their derivative [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous. Further, ‘Day’ means ‘Calendar Day’ and ‘Singular’ also means ‘Plural’.

2 Eligible Bidders

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in “Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to VGL by the bidder.

It shall be the sole responsibility of the bidder to inform VGL in case the bidder is put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon. Only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.



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In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to VGL by the bidder.

It shall be the sole responsibility of the bidder to inform VGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

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

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services 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:

Power of Attorney to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the document including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.



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3 Bids From “Joint Venture”/ “Consortium” [For Applicability of This Clause Refer Bidding Data Sheet (BDS) – Not Allowed for this Instant Tender]

- 3.1 Bids from consortium/ JV of two or more members are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/ JV proposes any alteration/ changes in the orientation of consortium/ JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/ JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/ JV to participate in this tender. Further, no member of the consortium/ JV shall be put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/ Award.

4 One Bid Per Bidder

- 4.1 A Firm/ Bidder shall submit only ‘one [01] Bid’ in the same Bidding Process. A Bidder who submits or participates in more than ‘one [01] Bid’ will cause all the proposals in which the Bidders has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 Cost of Bidding & Tender Fee

5.1 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc.



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incurred thereof. Further, VGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 **TENDER FEE**

Tender Fee, if applicable, will be acceptable in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer to VGL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidder. Suitable provisions in this regard will be made in all tender documents.

6 **Site Visit**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.2 The Bidder shall not be entitled to hold any claim against VGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] - Bidding Documents

7 **Contents of Bidding Documents**

- 7.1 The contents of Bidding Documents/ Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-9":
- Section – I : Invitation for Bids [IFB]
 - Section – II : Bidder's Eligibility Criteria [BEC] & Methodology for Evaluation and Comparison of Bids, Instructions to Bidders [ITB]
 - Section – III : General Conditions of Contract
 - Section – IV : Special Conditions of Contract [SCC]
 - Section – V : Scope of Supply [SOS]
 - Section – VI : HSE
 - Section – VII : Others Forms and Formats
 - Section – VIII : Schedule of Rates [SOR]

* Request for Quotation, wherever applicable, shall also form part of the Bidding Document.



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- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The “Request for Quotation [RFQ] & Invitation for Bid (IFB)” together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder’s risk and may result in the rejection of his Bid.

8 Clarification of Bidding Document

- 8.1 A prospective Bidder requiring any clarification(s) of the Bid Documents may notify VGL in writing or by email at **VGL's mailing address as indicated in the BDS, not later than 02 (two) days prior to pre-bid meeting (if any) or as specified time period in IFB. VGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period.** VGL may respond in writing to the request for clarification. VGL’s response including an explanation of the query, but without identifying the source of the query will be uploaded on VGL’s web site [www.vgl.co.in]/ communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as “no clarification/ information required”.

9 Amendment of Bidding Documents

- 9.1 At any time prior to the ‘Bid Due Date’, 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 may be hosted on n-Procure website [<https://tender.nprocure.com>] and VGL website [www.vgl.co.in] only.
- 9.3 The Employer, if consider necessary, may extend the date of submission 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/ drawings and documents relating to the bid exchanged by bidder and VGL shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce of bidder’s country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder’s country shall be submitted by the Bidder.



11 Documents Comprising the Bid [Manual & E-Tender]

1.1 In case the Bids are invited under E-Tender system:

Envelope-I: “Tender Fee, EMD & Power of Attorney” shall contain **Hard Copies of Tender Fee, EMD & Power of Attorney in Physical form.**

1.2 In case the Bids are invited under the Manual Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

1.2.1 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 ‘Form F- 1’.
- (c) ‘Bid Form’, as per ‘Form F-2
- (d) Copies of documents, as required
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted/ note quoted (as applicable) written against each item.
- (f) ‘Letter of Authority’ on the Letter Head, as per ‘Form F-5’
- (g) ‘No Deviation Confirmation’, as per ‘Form F-6’
- (h) ‘Bidder’s Declaration regarding Bankruptcy’, in ‘Form F – 7’
- (i) ‘Agreed Terms and Conditions; as per ‘Form F-9’
- (j) Duly attested documents in accordance with the “Bid Evaluation Criteria [BEC]” establishing the qualification.
- (k) Undertaking on the Letter head, as per the Form F – 11.
- (l) Power of Attorney for authorized signatory in non-judicial stamp paper/ copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (m) Any other information/ details required as per Bidding Document
- (n) Tender Fee, EMD/ Bid Security in original as per Clause 16.0 of ITB
- (o) All forms and Formats including Annexure
- ~~(p) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/ RFQ/ BEC. [NOT ALLOWED IN THIS INSTANT TENDER]~~
- (q) Tender Document duly signed/ digital signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

1.2.2 Envelope – II: Price Bid [In Case of Manual Bid Only]

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. VGL shall not be responsible for any failure on the part of the bidder to follow the instructions.



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- 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 Rate (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 Work and the same will be conclusive and binding on the bidder.
 - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarification/ confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- 1.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.2.1 & 11.2.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.2.1 & 11.2.2 of ITB shall become applicable in such a case.

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 Document, 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 in 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 Condition of Contract (“SCC”) or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 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



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in the rates / prices and the total bid- price submitted by the Bidder. Bidder shall indicate Applicable rate of GST (CGST & SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format – F10) and SOR.

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices both 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 per clause no.3 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 Goods and Services Tax (CGST & SGST/ UTGST or IGST)

- 1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/ UTGST or IGST) is applicable.
- 1.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST/ UTGST or IGST). Please note that the responsibility of payment of GST (CGST & SGST/ UTGST or IGST) lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/ Bill as the case may be, as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by 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, VGL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/ UTGST or IGST) collected from Owner.

- 1.3 In case CBEC (Central Board of Excise and Customs)/ any tax authority/any equivalent government agency brings to the notice of VGL that the Contractor has not remitted the amount towards GST (CGST & SGST/ UTGST or IGST) collected from VGL to the government exchequer, then, that Contractor shall be put under Holiday list of VGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 1.4 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, in case VGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier/Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the VGL/ Owner.



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

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

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

- 1.5 Where the VGL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered goods/services/ works: -

Owner/VGL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of E-invoices/ Invoices as per format specified in rules/ regulation of GST to enable Owner/VGL 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.

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

- 1.6 Where the VGL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered goods/services/ works:

Owner/VGL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of E-invoices/ Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In- Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bid will be evaluated based on the total prices including GST (CGST & SGST/UTGST or IGST).

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. Where VGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.



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- 1.8 VGL 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 price without loading GST (CGST & SGST/ UTGST or IGST), if not quoted their price will be loaded with applicable GST (CGST & SGST/ UTGST or IGST) while evaluation of bid. Where VGL is entitled for input credit of GST (CGST & SGST/ UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document

Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

- 1.9 In case VGL 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 VGL has the obligation to discharge GST (CGST & SGST/ UTGST or IGST) liability under reverse charge mechanism and VGL 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 VGL or ITC with respect to such payments is not available to VGL for any reason which is not attributable to VGL, then VGL shall be entitled to deduct/ setoff/ recover such amounts against any amounts paid or payable by VGL to Contractor/ Supplier.

- 1.10 Suppliers / Contractor 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 VGL to avail input credit of GST (CGST & SGST/UTGST or IGST), if applicable. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 1.11 If input tax credit is not available to VGL for any reason not attributable to VGL, then VGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the E- invoices/ 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 VGL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of VGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from VGL to the government exchequer, then that Supplier shall be put under Holiday list of VGL 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 VGL.

1.12 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 price. The Supplier of Goods/ Services may note the above and quote their prices accordingly.



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- 1.13 In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then their bids may be rejected. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then VGL 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 VGL.
- 1.14 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, in case VGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier/Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the VGL/ Owner.
- Beyond the contract period, in case VGL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and services, shall be to VGL's account.
- Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 1.15 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 Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Order/Contract.
- 1.16 **For procurement of Goods:** The supplier shall mention the particulars of Vadodara Gas Limited, on the E-invoices/Invoice. Besides, if any other particulars of VGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 1.17 Wherever TDS under GST Laws has been deducted from the E-invoices/ 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).
- 1.18 E-way Bill for movement of goods under GST Regime have been notified vide Notification No. 27/2017 – Central Tax. Further, vide Notification No. 74/2017 – Central Tax dated 29th Dec. 2017 the provisions related to E-way bill has been made applicable from 1st Feb. 2018. All the process/ procedure in this regard is to be followed for inward/outward movement of Goods.



14 Bid Currencies

Bidders must submit bid in Indian Rupees only.

15 Bid Validity

- 15.1 Bids shall be kept valid for period specified in BDS from the final due date of submission of bids. A Bid valid for a shorter period may be rejected by VGL 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 respect.

16 Earnest Money Deposit/Bid Security - [Refer BDS for Applicability of EMD]

- 16.1 Bids must be accompanied with ‘Earnest Money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of ‘Bank Guarantee, Demand Draft (DD), Banker’s Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit’ [in favor of Vadodara Gas Limited, payable at place mentioned in BDS] or ‘Bank Guarantee’ as per the format given in Form-4/4A of the bidding documents. Bidders shall ensure that ‘EMD submitted in the form of ‘Bank Guarantee’, Should have validity of at least ‘two [02] months’ beyond the validity of the bid. EMD submitted in the form of Bank Guarantee, Demand Draft (DD), Banker’s Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit should be valid for three months

While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along with their bid/e-bid. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD.

Further, in case of the online transaction, submission of EMD in original is not applicable. However, bidder is required to upload the Transaction details along with their e-bid.

The EMD shall be submitted in Indian Rupees only.

- 16.2 The ‘Bid Security’ is required to protect VGL against the risk of Bidder’s conduct, which would warrant the ‘Bid Security’s’ forfeiture, pursuant to “ITB: Clause-16.7”
- 16.3 VGL 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 ₹ 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in



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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 VGL as non-responsive.
- 16.4 After the decision with respect to award of work / placement of order, the Earnest Money Deposit / Bid Bond received from all the bidders except the successful bidder should be promptly returned.
- 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 Security/ Security Deposit' pursuant to clause 37 & 38 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 submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award"/ "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - (ii) to furnish "Contract Performance Security/ Security Deposit", in accordance with "ITB: Clause – 38"
 - (iii) To accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Vadodara Gas Limited and addressed to VGL. 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 Work 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-4'/ 'Form F-4S'.
- ~~16.9 MSEs (Micro & Small Enterprises) are exempted from submission of Tender Fee, EMD/ Bid Security in accordance with the provisions of PPP 2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.~~

17 Pre-Bid Meeting (If Applicable)

- 17.1 The Bidder(s) or his designated representatives are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on VGL website against the Tender. Any modification



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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 original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person 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 unnamed printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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

19 Zero Deviation and Rejection Criteria

19.1 Zero Deviation

Deviation to terms and conditions of “Bidding Documents” may lead to rejection of bid. VGL will accept bids based on terms & conditions of “Bidding Document” only. Bidder may note VGL 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. VGL’s determination of a bid’s responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. VGL reserves the right to raise technical and/ or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, 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) Tender Fee
- (c) Earnest Money Deposit/ Bid Security
- (d) Specifications & Scope of Work
- (e) Schedule of Rates/ Price Schedule/ Price Basis
- (f) Duration/ Period of Contract/ Completion Schedule
- (g) Payment Terms



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- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee/ Security Deposit
- (k) Guarantee/ Defect Liability Period
- (l) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (m) Force Majeure & Applicable Laws
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 E –Payment

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

[D] – Submission of Bids

21 Submission, Sealing and Marking of Bids

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.2 All the bids shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of Agent/ Consultant/ Representative/ Retainer/ Associate etc. on behalf of a bidder/ affiliate shall not be accepted.

22 Deadline for Submission of Bids

- 22.1 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.2 VGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 ITB refers). In which case, all rights and obligations of VGL 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 VGL’s website/ communicate to the bidders.

23 Late Bids

- 23.1 Any bid received after notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of manual tendering, bids received by VGL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions. The bid bond of such bidders shall be returned along with the unopened bid. In case of e-tendering, where the bid bond/ physical documents has been



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received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 Modification and Withdrawal of Bids

- 24.1 Modification and withdrawal of bids shall be as follows:

24.1.1 In Case of Manual Bidding

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by VGL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

- 24.3 No bid shall be allowed to be withdrawn/ modified/ substituted in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval 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 hence 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, VGL 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.

25 Employer's Right to Accept Any Bid and to Reject Any or All Bids

VGL 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 VGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which VGL shall respond quickly.



[E] – Bid Opening and Evaluation

For Tenders Hosted on n-Procure, Bids will be Opened Directly on n-Procure only after Due Date without giving any Prior Notice to any Bidder. Only Tenders Submitted on n-Procure will be Considered. Price Bid of Successful Bidders will be Opened Directly on n-Procure without any Prior Intimation.

26 Bid Opening

26.1 Un-priced Bid Opening

VGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening

26.2.1 VGL 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.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.



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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 A material deviation, reservation or omission is one that,

- (a) If accepted would,
 - (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 Correction of Errors

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:



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- (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 figure and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the 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 Conversion to Single Currency for Comparison of Bids

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 Evaluation and Comparison of Bids

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of GST. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

33 Compensation for Extended Stay (For Applicability of this Clause Refer BDS): [Not Applicable in this Instant Tender]

- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 Purchase Preference

~~Purchase preference to Central Government Public Sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.~~

[F] – Award of Contract

35 Award

VGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.



36 Letter of Award/ Purchase Order

- 36.1 Prior to the expiry of Bid Validity Period, VGL will issue the LOA/PO to successful Bidder in writing, in the form of “Letter of Award/ Purchase Order”, through e-mail that his Bid has been accepted. The Letter of Award/ Purchase Order will constitute the formation of the Contract.
- 28.3 Contact period shall commence from the date of “Letter of Award/ Purchase Order” or as mentioned in the Letter of Award/ Purchase Order. The “Letter of Award/ Purchase Order” will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause “ITB: Clause – 37.

Upon the successful Bidder’s/ Contractor’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause – 38”, VGL will promptly discharge his ‘Earnest Money/ Bid Security’, pursuant to “ITB: Clause – 16”

37 Signing of Agreement

- 37.1 VGL 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 of VGL.
- 37.2 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 Bidding 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.

38 Contract Performance Security/ Security Deposit

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from VGL, the successful bidder shall furnish the contract performance security/ Guarantee in accordance with Special Conditions of the Contract. The Contract Performance Security/ Guarantee shall be in the form of either Bank Guarantee, Demand Draft (DD), Banker’s Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit and shall be in the currency of the Contract.
- 38.2 The contract performance security shall be for an amount equal to specified in **Binding Data Sheet (BDS)** towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/ order value shall be exclusive of taxes and duties.

Banks Guarantee towards performance security/ security deposit shall be from any Indian schedule 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 ₹ 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank



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Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/ Security deposit has to cover the entire contract value including extra works/ services also. As long as the CPBG/ Security deposit 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 security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

39 Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices

The complete procedure containing provisions for putting a vendor/ supplier/ contractor/ consultant on suspension list and/or banning list if such an agency indulged in corrupt/fraudulent/collusive/coercive practices is placed as Annexure – I.

39.2 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers/ Contractors/ Bidders/ Consultants Indulged in Fraudulent/ Coercive Practices

Notwithstanding anything contained contrary in GCC and other 'Contract Documents', in case it is found that the 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 VGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Vadodara Gas Limited, 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 Vadodara Gas Limited, such decision of Vadodara Gas limited 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.

40 ~~Public Procurement Policy for Micro and Small Enterprises (Refer BDS for Applicability of this Clause)~~

- ~~40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)~~

- ~~i) Issue of tender document to MSEs free of cost.~~
- ~~ii) Exemption to MSEs from payment of EMD/ Bid Security.~~
- ~~iii) In Tender participating Micro and Small Enterprises quoting price within 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%~~



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~~of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women with above 25% reservation. This respective quota(s) shall be transferred to other MSEs in case of non availability of MSEs owned by SC/ ST entrepreneurs/ MSEs owned by women.~~

~~— The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.~~

~~— In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.~~

~~40.2 The MSEs owned by SC/ ST entrepreneurs shall mean:~~

- ~~a) In case of propriety 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.~~

~~40.3 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.~~

~~40.4 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:~~

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

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

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

~~— Further, such participating MSE bidders are not entitled for purchase preference. Further, such participating MSE bidders are not entitled for purchase preference.~~



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~~40.5 If against an order placed by VGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.~~

~~40.6 The benefits of policy are not extended to the traders /dealers / Distributors /Stockiest /Wholesalers /Suppliers.~~

~~40.6.1 Governments of India vide Gazette notification no. CG-DL-E-010620220-219680 dated 01/06/2020 notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01/07/2020 which is mentioned below:~~

~~(i) A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 1 Cr. and Turnover does not exceed ₹ 5 Cr.~~

~~(ii) A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 10 Crs. and Turnover does not exceed ₹ 50 Cr.~~

~~(iii) A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 50 Crs. and Turnover does not exceed ₹ 250 Cr.~~

~~40.7 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26/06/2020, Ministry of MSME has notified certain criteria for classifying the enterprises as Micro, Small & Medium Enterprises and specified form and procedure for filing the memorandum ("Udyam Registration") with effect from 01/07/2020~~

41 Abnormal Rates/Bids

41.1 Abnormally High Rated Items (AHR)

The following provision be invariably incorporated in the special conditions of contract of the tenders for Works/Service Contracts:

"In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

(ii) Rates as per SOR, quoted by the Contractor.

(iii) Rate of the item, which shall be derived as follows:

- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses."



41.2 Abnormally Low Rated Items (ALR):

Abnormally low rated items in item rate contracts are items which are abnormally lower than the estimated price. Item rate of such items appears so low that it raises substantive concerns as to the capability of the Bidder to execute this item at the offered price. Execution of full SOR quantity of all such ALR items should be ensured by Engineer-In-Charge (EIC).

41.3 Abnormally Low Bids:

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to the capability of the Bidder to perform the Contract at the offered price. VGL shall in such cases seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, VGL determines that the Bidder has substantively failed to demonstrate its capability to deliver the Contract at the offered price, VGL shall reject the Bid/ proposal.

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 Work Contract tax/ VAT as may be applicable shall be deducted as per trade tax.

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 ₹ 2.0 Lakh per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding ₹ 2.0 Lakh. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor/ service provider/ consultant shall be processed only after fulfillment of above requirement.

43 Settlement of Disputes between Government Department and Another and One Government Department and Public Enterprise and One Public Enterprise and Another

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided,



however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44 Dispute Resolution (Addendum to Provision Regarding Applicable Laws and Settlement of Disputes of GCC)

- 44.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996
- 44.2 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.
- 44.3 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.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) rejects(s) the invitation, there will be no conciliation proceedings.
- 44.5 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.
- 44.6 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. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. 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.
- 44.7 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 equally.
- 44.8 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/



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agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45 Billing System

ORIGINAL Bills/ Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on “top left corner of the envelope” with “address” as under”

(a) Top left corner of the envelope

Vendor Code:

LOA/ PO No.: _____ Date _____

Bill/ Invoice No.: _____ Date _____

Invoice Value: ₹ _____

Indenting Dept. _____ Job/ Supply of _____

(b) Address:

To,

In case of LOA/ Contract	In case of PO
HOD/ EIC Indenting/ User department) Vadodara Gas Limited, 1 st Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015, Gujarat – India, Contact No.: 0265-2334075	C&P Department Vadodara Gas Limited, 1 st Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015, Gujarat – India, Contact No.: 0265-2334075

46 Transparency

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which VGL shall respond quickly.

47 Contractor’s Subordinate Staff and their Conduct

A new clause no. 36.5 in the GCC for Works has been appended hereunder:

“The Contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed/ proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into VGL’s Premises”.

48 Sale of Bid Documents

Tender document will be available on n-Procure only. No tender document will, however, be considered of the bidders who are on ‘Holiday’ by VGL or GAIL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid. Offers submitted by such bidder shall not be considered for opening/ evaluation/ award and will be returned immediately to such bidder. The above is without prejudice to the other rights of VGL.



49 Quantity Variation

49.1 The Purchaser reserves the right to vary the quantity of each item up to +/- 15% for each item, at the time of award without any change in quoted unit price or other terms & conditions.

49.2 The purchaser reserves the right to delete the requirement of any one or more items of MR/ SOR/ BOQ without assigning any reason.

50 Subletting & Assignment

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/ Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC is also to be referred.

51 Direct Payments to Sub-Vendors/ Supporting Agencies of Main Contractor

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, VGL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

52 Check Measurement

Measurement shall be recorded as per the method of measurement spelt out in SOW/ Specification/ SCC of Contract/ Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/ Bills shall be as under:

1. Where VGL Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
 - a. Site-In-Charge/ Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site – In – Charge/ Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurement of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g. Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of HOD will further check measurements of 5% of bill value. However, wherever HOD is not available, an officer one level junior to HOD will check measurements of 5% of bill value.



3. Where VGL Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):

- a. Third Party Inspector will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value in case there is no Site Engineer.
4. HOD or an officer of higher level to that EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceeds SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/ quantities other than those already checked by VGL executives at lower levels and should also ensure that the subordinate officer/ officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified”.

Wherever any portion of the “GCC” is repugnant to or at variance with any provision(s) of the “SCC”, unless a different intention appears, the provisions(s) of the “SCC” shall be deemed to override the provisions(s) of “GCC”, and shall to the extent of such repugnancy or variation prevail.

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.

53. Land Border with India

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, 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.1) dated 23.07.2020. 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.



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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 or 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 15% 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 15% 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.**

7. Submission of Certificate in Bids:

Bidder shall submit a certificate in this regard as Form-I.

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.

8. 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.

9. Provision to be in works Contracts, including Turnkey Contracts:

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



Vadodara Gas Limited

Form-I

Undertaking on Letterhead

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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 (✓ or X) 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 :

To be upload on your Letter Head on n-Procure only.



Vadodara Gas Limited

Form-II

Certificate for Tenders for Works Involving Possibility of Subcontracting

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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 (✓or X) 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.

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

To be upload on your Letter Head on n-Procure only.



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

1.0 Introduction:

In the endeavor to maintain and foster most ethical and corruption free business environment, the Contracts & Procurement procedure is being streamlined to include provision for banning vendor / supplier / contractor / consultant indulging in Corrupt, Fraudulent and Collusive practices. In view of the complexity of the issue and increasing number of such irregularities, it has become necessary to develop a comprehensive procedure encompassing the views of all stake holders, our experience of project execution etc.

In the course of the contracting, one has to deal with various vendor / supplier / contractor / consultant who are expected to adopt highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken. Any aberration, deviation and violation from the expected behavior of the contracting agencies need to be dealt appropriately so that it becomes a deterrent for all.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given herein under is to be used for all contracts and purchases.

This Banning Procedure contains provision for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/ or banning list if such agency indulged in corrupt/fraudulent/ collusive / coercive practice.

A. Definitions:

A.1. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”



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A.6 “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 “MD & DC”.

A.7 “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

A.8 “Investigating Agency” shall mean any department or unit of VGL investigating into the conduct of Agency/ party, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.9 "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 VGL'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 VGL for a period specified in para-B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and new contract will be awarded (if required) at the risk and cost of this agency. Further, contract cum Performance Bank



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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. A fresh contract will be awarded at the risk and cost

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.

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) Any promoter company based on the investigation by them recommends for specific immediate action against the agency.
- (ii) Any Central/State/Statutory Authority based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by (i) concerned EIC for Works/Service/Consultancy Contract (ii) C&P executive in case of supply order with copy to Finance:

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

~~—However, no suspension of contract/ order will be initiated in Exceptional Cases mentioned at Clause no. B.2.3.~~

In addition to above, Recovery of payments including advance payments, if any, made by VGL along with interest thereon at the prevailing rate shall also 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 VGL 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) submitted by agency against such order (s)/ contract (s) shall be forfeited.



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(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 VGL for a period specified in para-B 2.2 below from the date of issue of banning order.

Further, if Contract cum Performance Bank Guarantee (CPBG) against this contract is available, the same shall be forfeited.

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

B.2.3 Exceptional Cases:

B.2.3.1 However, as an exception, the ongoing order(s)/ contract(s) where corrupt/ fraudulent/ collusive/ coercive practice has been observed, the agency may be allowed to complete the supply/ job in case of following situations:

- No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis)
- and;



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- b) The supply/job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

B.2.3.2 The approval for allowing the agency to complete the supply/ job is to be obtained from MD & DC based on the detailed deliberation/ recommendation of the committee consisting of Head of C&P, HOD (Finance) and CFO, HOD of Concerned department. Further, all such cases shall also be put to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply/ job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/ contract.

B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG), of such agency against the order (s)/ contract (s) where agency is allowed to complete the supply/ job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on Banning List from the date of banning order.

C. Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning list, 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 C&P Department when a communication/input is received from any promoter company or from any statutory agency or from Central/State Investigating agency for specific immediate action against the agency.



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Further, action for suspension business dealing with any agency/(ies) shall also be initiated by C&P Department where Non-performance of Vendor/Supplier/Contractor/Consultant has resulted 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. 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 The suspension order shall also be hosted on VGL's intranet, and a copy will be forwarded to all HODs by C&P Department. 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 VGL.

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

The process for putting the agency on suspension list shall be completed within 15 days from the date of receipt of such intimation.

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.



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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 VGL or any promoter company i.e. GAIL Gas Limited or Vadodara Municipal Seva Sadan (VMSS)/Vadodara Municipal Corporation (VMC).

E. Procedure to be followed in case of corrupt/ fraudulent/ collusive/ coercive practice

- (i) If Project Manager / EIC / HOD / Dealing Purchase Officer or any other authority of VGL, receive/ acquire conclusive evidence of any corrupt/ fraudulent/ collusive/coercive practice / activity, the concerned should immediately initiate action for putting vendor on banning list as per extant procedure
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned HOD of concerned department, HOD of C&P and HOD (Finance) and CFO, will examine the case in detail.
- (iii) In case committee considers for banning an agency, the committee will put up its recommendation to MD & DC along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. The draft show cause notice should be vetted by the Law Department.

The show cause notice should contain all the allegations towards the breach committed by agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with show cause notice.

- (iv) After obtaining approval from the MD & DC, C&P Department will issue the show cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the show cause notice if the agency seeks any additional document (applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted.

If the agency desires for personal hearing, the same can also be given. However, the above provision for personal hearing shall not be made a part of Show cause notice

- (v) On receipt of reply in response to show cause notice, C&P Department will forward the same to concerned department for para wise comments, if any. Then the same committee i.e. HOD of concerned user department, HOD of C&P and HOD of Finance & CFO will prepare a proposal covering point wise reply to issues brought out by agency in their reply to show cause notice and submit their final recommendation for keeping the agency on Banning list or otherwise for the approval of competent authority i.e. MD & DC after legal vetting through Law department. In case the committee recommends for putting the agency on banning list, the draft speaking order to be issued to the agency with reasons for putting on banning list will also be submitted along with the recommendation to competent authority.



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- (vi) In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.
- (vii) After obtaining approval from competent authority i.e. MD & DC, C&P Department will issue a letter in form of speaking order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (viii) The banning order shall also be hosted on VGL's intranet. A copy will be forwarded to all HODs by C&P Department. A list of all agencies put on banning will be maintained at VGL Intranet/website.
- (ix) The above process of banning should be completed within 04 02 months from initiation of case by concerned EIC/ department responsible for invitation of bid.
- (x) Pending the outcome of suspension of work and show cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show cause notice.
- (xi) After issuance of banning order, action for termination of order (s)/ contract (s) at risk and cost where it has been concluded that such irregularities have been committed and for forfeiture of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned user department as per extant DoP. 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 contract under the terms of the contract.
- (xii) An order for banning/ suspension 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.
- (xiii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list.
- (xiv) In case any PMC detects the fraudulent / corrupt / collusive/ coercive practice during evaluation and execution of any contract and recommendations made to VGL, the procedure mentioned herein above is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e. future business dealings.



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

3.0 Methodology

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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



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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/O&M would recommend for continuation or discontinuation of such party from the business with VGL.

- 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. However, any penal action like putting them in Holiday may be detrimental for the organization as they may be reluctant to provide services against future requirement. Therefore, it is for the best interest of the organization/VGL, performance of OEM/Proprietary nature of Vendor/Contractors are to be monitored closely as being done for other cases and in case of any gap in their performance, suitable communication shall be sent to them asking them to improve their performance.

4.0 Process of Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants shall be done immediately with completion of the job e.g. for projects, performance evaluation will be done immediately after commissioning of any Project.
- ii) On completion, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts, as applicable as per this procedure.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project- in-charge:

Sl. No.	Performance Rating	Action
1	Poor	Seek explanation for Poor performance
2	Fair	Seek explanation for Fair performance
3	Good	Letter to the concerned for improving performance in future
4	Very Good	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, 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



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sharing the performance rating)

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

1. Where Poor performance not leading to termination of contract or Off-loading of contract:
 - a) Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20): - Holiday for One Year.
 - b) Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20): - Holiday for One Year

During the holiday period, such vendor/supplier/contractor/consultant will also not be allowed to participate in the tender.

2. Where Poor/Non-Performance leading to termination of contract or Off-loading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant in terms of the contract: - Holiday for one year. Further all other actions, as applicable, as per provision of contract including forfeiture of Contract Performance Security (CPS), Risk Purchase etc. will be taken. Such Vendor/ Supplier/ Contractor/ Consultant will also not be allowed to participate in re-tender and they shall also be considered for suspension.

B. Where Performance rating is “FAIR”:

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

- vi) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non-satisfactory reply to explanation letter for “Poor” Performance Rating, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) will forward the termination letter (for case of Poor Performance rating) to C&P department.

For Termination of Contract, guidelines are stipulated in Appendix – 11.

On receipt of above details from Engineer-In-Charge/other concerned executive, a committee consisting of following members to examine the recommendations forwarded by the Engineer-in- charge:

- i) HOD – Concerned user department
 - ii) HOD (F&A) & CFO
 - iii) HOD (C&P)
- vii) In case committee considers for putting the party on holiday, then Show Cause Notice will be issued with the approval of MD&DC giving final opportunity to defend his case. The draft show cause notice should be vetted by Legal Dept.
The show cause notice should contain all the allegations towards the breach committed by party including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the party as per provisions of tender. All the supporting documents also need to be provided to the party along with show cause notice.



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- viii) After obtaining approval from MD&DC, C&P Department will issue the show cause notice to the concerned party giving an opportunity to respond within 15 days.

In response to the show cause notice if the party seeks any additional document (applicable only once), the same should be provided to the party as the earliest but not later than 7 days.

If the party desires for personnel hearing to the committee prior to submission of reply to show cause notice, the same can also be given. However, this para shall not be made a part of Show cause notice.

However, the period to respond in such a case will be appropriately adjusted.

- ix) On receipt of reply in response to show cause notice, C&P Department will forward the same to HOD of concerned department for their para-wise comments.

The above committee i.e. HOD – Concerned user department, HOD (Finance) & CFO and HOD (C&P) will finally examine the response and will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice and forward their final recommendation for keeping the Vendor/ Supplier/Contractor/ Consultant on Holiday or otherwise. In case the committee considers for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation for holiday.

The complete recommendation for holiday along with draft speaking order will be routed through Law department for approval of competent authority i.e. MD&DC.

In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority will be final.

- x) After obtaining approval from competent authority, C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.
- xi) A list of all parties put on holiday will be communicated to all concerned and will also be maintained at VGL website as well as Intranet.
- xii) However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary/OEM basis.
- (xiii) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of proposal from Project Manager/ EIC/ HOD/ Dealing Purchase Officer in this regard.

5.0 Review & Restoration of Parties put on Holiday

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



6.0 Effect of Holiday

- 6.1 If a Vendor/ Supplier/ Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/ Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3 Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 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.
- 6.3.3 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. If such party emerges as the lowest (L1), then next lowest bidder shall be considered as L-1.

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

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

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

9.0 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 amongst other qualified bidders or fresh tender, VGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of VGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from VGL to the government exchequer, then, VGL reserves the right of recovery of financial implication arising on VGL either from pending payment of any contract or through encashment of bank guarantee.



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Annexure – A

Vadodara Gas Limited Performance Rating Data Sheet

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

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note: Remarks (if any)

Note: PERFORMANCE RATING (**)

(#) 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



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Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1. Delivery / Completion Performance

40 Marks

a)	Upto 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 12 weeks	20
		" 16 weeks	15
		More than 16 weeks	0

b)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 16 weeks	20
		" 20 weeks	15
		" 24 weeks	10
		More than 24 weeks	0

1.2. Quality Performance

40 Marks

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

40 marks

i) Rejection/Defects	Marks to be allocated on prorate basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endangers 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



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1.3. Reliability Performance

20 Marks

A.	FOR WORKS/CONTRACTS	Marks
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	Marks



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Annexure – III

Bidding Data Sheet (BDS) ITB to be read in conjunction with the following

ITB Clause	Description							
A. General								
1.2	The Invitation for Bids/ Tender no is: VGL/CO/C&P-PNG/BD202605P323							
1.1	The Employer/Owner is: Vadodara Gas Limited, Vadodara							
2.1	The name of Item to be procured is: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR							
3	Bids from Consortium/ Joint Venture <table><tr><td>Applicable</td><td>No</td><td>Not Applicable</td><td>Yes</td></tr></table>				Applicable	No	Not Applicable	Yes
Applicable	No	Not Applicable	Yes					
5	Applicability of Tender Fee <table><tr><td>Applicable</td><td>Yes</td><td>Not Applicable</td><td>No</td></tr></table>				Applicable	Yes	Not Applicable	No
Applicable	Yes	Not Applicable	No					
16	Applicability of Earnest Money/ Bid Security <table><tr><td>Applicable</td><td>Yes</td><td>Not Applicable</td><td>No</td></tr></table>				Applicable	Yes	Not Applicable	No
Applicable	Yes	Not Applicable	No					
B. Bidding Document								
8.1	For <u>clarification purposes only</u> , the communication address is: Dy. Manager CGD - C&P In-Charge Vadodara Gas Limited, 1 st Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat), Contact No: 0265-2334075, Email ID – cnp@vgl.co.in & c.jadeja@vgl.co.in							
C. Preparation of Bids								
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid, the following additional documents (SCC Refers):							
12	Additional Provision for Schedule of Rate/ Bid Price are as under:							
14	The currency of the Bid shall be INR							
15	The bid validity period shall be 90 Days from Final ‘Bid Due Date ‘.							
D. Submission and Opening of Bids								
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.							
22.3	For <u>bid submission purposes only</u> , the Owner’s address is: Attention: Dy. Manager CGD - C&P In-Charge Vadodara Gas Limited, 1 st Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat), Contact No: 0265-2334075, Email ID – cnp@vgl.co.in & c.jadeja@vgl.co.in							
26	The bid will be opened on n-Procure. Price Bid Shall also be directly opened on n-Procure							
E. Evaluation, and Comparison of Bids								



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32	Evaluation Methodology is mentioned in Section-II of the Bid Document.			
33	Compensation for Extended Stay:			
	Applicable	No	Not Applicable	Yes
F. Award of Contract				
37	State of which stamp paper is required for Contract Agreement: State: Relevant State			
38	Contract Performance Security/ Security Deposit			
	Applicable	Yes	Not Applicable	No
	Applicable: 03 % of the Annualized contract value excluding taxes and duties.			
	Public Procurement Policy for MSEs:			
40	Applicable	Yes	Not Applicable	No
	This tender is a non-splitable and not-divisible.			
41	Deleted			
42	Provision of AHR Item:			
	Applicable	Yes	Not Applicable	No
Clause no. 27.3 of GCC	Bonus for Early Completion:			
	Applicable	No	Not Applicable	Yes



Section – III

General Conditions of Contract [GCC]

(Attached as a Separate File)



Section – IV

Special Conditions of Contract [SCC]



SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract - Goods, Specification of work, Drawing and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with in the Contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.

Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standard, 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.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a) Letter of Acceptance/ FOI along with Statement of Agreed Variations.
- b) Schedule of Rates as enclosures to Letter of Acceptance
- c) Special Conditions of Contract
- d) Drawings
- e) Technical/ Material Specifications
- f) Instruction to Bidder
- g) General Conditions of Contract
- h) Indian Standards
- i) Other applicable standards

In the absence of any Specifications covering any material, design of work(s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.

2.0 PRICE BASIS

Price is based on unit rates, which shall remain firm till the execution of the complete order and shall not be subjected to any increase or escalation whatsoever unless otherwise stated specifically in the tender.



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Unit Rate is based FOT site basis, including GST and Freight Charges, Packing & Forwarding Charges and Loading and Unloading Charges and TPIA Charges.

3.0 TERMS OF PAYMENT

100 % payment within 60 Days of raising the invoice for the supplied material along with all taxes & charges will be paid on submission of following documents:

1. Invoice in compliance with GST law in force and Part Purchase Order No.
2. Test Certificates from NABL approved lab.
3. Inspection release note/ Third Party Inspection (TPI) Clearance certificate.
4. Acceptance Copy of ARC/ Purchase Order.
5. Original GR/LR.
6. Packaging List.
7. Warrantee/ Guarantee Certificate.
8. CPBG against Security Deposit, if already submitted provide copy of the same.

4.0 CONTRACT & DELIVERY PERIOD

The contract shall be valid for a period of **24 Months**. However, in case if the entire quantity of ARC order has not been ordered/ procured by VGL, the contract period shall be extended by a period of **12 Months** at same rate, terms and conditions and at sole discretion of VGL.

VGL shall issue Release/ Part Orders to the supplier from time to time during the running of the Contract with further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Supplier shall deliver the same as per T & C of the contract. The Delivery period for any of the Release/ Part Order of the ARC shall be **60 Days** from the date of award of Release/ Part Order.

5.0 DELIVERY TERMS

Material is to be delivered at Gajrawadi Holder, Vadodara Gas Limited, Opp. Patel Estate, Yamuna Mill Road, Gajrawadi, Vadodara – 390017 **OR** Central Store, Vadodara Gas Limited, 92 Shashtri Bridge, B/s Alka Mutton Shop, Alembic Road, Vadodara – 390002 **OR** any other location within the limit of Vadodara – GA as per instruction of VGL.

6.0 SUBMISSION OF DOCUMENTS FOR OWNER APPROVAL / INSPECTION

Supplier shall submit QAP and Technical Documents - if applicable for approval of owner within 7 working days after receipt of the part order and production can be start only after receipt of approved QAP from Purchaser. Third party inspection (TPI) Charges shall be borne by supplier and supplier is requested to kindly nominate the TPI Agency and take approval of Purchasers EIC.

The material shall be inspected at consignee end by Purchaser and factory premises of the Supplier by Purchaser or Third party duly approved by Purchaser, The Supplier shall extend all necessary cooperation to Purchaser / Third party inspection agency (TPI) in carrying out the inspection.

In case if the Supplier offers the material for inspection and the same fails then third party re-inspection costs as per Purchase Order terms will be borne by the Supplier.



7.0 DETAILED DESCRIPTION/DRG/SAMPLE ETC.

Seller shall make efforts on submission of all drawing/ documents/ inspection/ test certificates as per list and schedule in Purchase Requisition.

Final Drawings/ Documents/ Inspections/ Test Certificates also consist of their soft and hard copy, design data sheet, technical literature, as applicable.

Before forwarding the drawings / documents/ Inspections/ Test Certificates, seller shall ensure that the job no., purchase requisition no., drawing/ document title and no., equipment no. and revision no. etc. are properly entered on each drawing.

8.0 RECEIPT & ACCEPTANCE OF GOODS

Upon receipt of Goods at the Site Purchaser will inspect the packaging for damage or tampering in case of no damage or tampering, the shipment will be stored at Purchasers site in the warehouse.

If damage or tampering is noticed, the Purchaser will advise Supplier. Within Seven (7) days from receipt of the nature and extent of the damage or tampering and Supplier will have the option at its own expenses to send a representative to examine the goods. The Purchaser will at its option proceed to examine the Goods within Thirty (30) days to ascertain precise extent of any damage or shortage and in the absence of a representative from Supplier, the Purchaser's report of such shortage/damage will be deemed accepted by the Supplier.

9.0 PRICE REDUCTION SCHEDULE

PRS @ 0.5% per complete week of delay or part thereof subject to the maximum @ 5% of total order value excluding GST. Date of receipt of material shall be treated as the date of delivery.

In case of delay in delivery on the part of Seller, the invoice/ document value shall be reduced proportionately for the delay, and payment shall be released accordingly.

10.0 WARRANTIES/ GUARANTEES

12 Months from date of Commissioning of the equipment or 24 Months from the date of supply whichever is earlier. The seller is notified thereof, seller shall, at his own expense and promptly as possible, make such alternations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil foregoing guarantees.

11.0 QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall "prepare a detailed quality assurance plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to Proposed QAP has been attached with the tender documents and all bidders are requested to quote their rates according to the same. However, final QAP shall be finalized after award of contract.

The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.



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The Purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

12.0 DISPATCH INSTRUCTIONS

Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

Copy of Inspection Release Certificate, Dispatch Clearance and statement showing the name of the Vessel/Trailers description and weight of material and shipping marks etc. to be submitted along with the documents

13.0 REJECTION

Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication, and subsequent stages, prior to dispatch, is found not conforming to the requirements/specifications of the Purchase Requisition /Order, shall be liable for immediate rejection.

Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER

14.0 INSURANCE

The responsibility to maintain adequate insurance coverage at all time during the period of contract till completion of installation, testing and commission including PG Tests shall be that of Supplier in line with the tender documents.

The Transit Insurance shall be arranged by the supplier failing to which the supplier shall be fully responsible for transit damage, if any.

15.0 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

The Security Deposit is to be submitted 03 % of Annualized value of ARC Order value within 30 Days of Award of ARC.

The order value to be considered for SD shall be excl. of GST. The CPBG shall be valid for a period of 03 Months beyond the Warranty/ Guarantee period or DLP period

16.0 LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title/liens, costs, consequences etc.

17.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



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18.0 GOVERNING LAW

Laws of India will govern the Agreement and Vadodara courts will have exclusive jurisdiction on all matters related to Agreement.

19.0 OWNER'S RIGHTS AND REMEDIES

Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.



**Undertaking
(To be submitted along with un-priced bid)**

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

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

Signature of Bidder _____

Name of Bidder _____

Name of Bidder.....



Vadodara Gas Limited

Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, Vadodara Gas Ltd shall have the option of terminating the contract agreement by giving seven (7) days’ notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable upto the date of occurrence of such force majeure



Vadodara Gas Limited

Performa for Contract Agreement

REFERENCE:

LOA No.:

Contract Agreement for the Services of _____ of Vadodara Gas Limited made on _____ between _____ having their office at _____, 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 Vadodara Gas Limited hereinafter called the "Employer" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

AND WHEREAS

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



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

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

AND

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

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

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

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



Vadodara Gas Limited

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

Signed and Delivered
for and on behalf of the Employer

**M/s Vadodara Gas Limited,
Vadodara**

Date :
Place :

In Presence of Two Witnesses

- 1.
- 2.

Signed and Delivered
for and on behalf of the Service Provider

M/s _____,

Date :
Place :

- 1.
- 2.



Contract cum Performance Bank Guarantee

After finalization of the Contract, whenever work order is issued by the Owner, CONTRACTOR shall furnish to the Owner within 30 (Thirty) days from the date of issue of work order, an unconditional Contract Performance Bank Guarantee from a nationalized/ scheduled bank of India or any international bank of repute having a branch in India for due Performance of the Contract for a sum equivalent to **03% of the Annualized Contract Value**. This Contract-cum-Performance Bank Guarantee shall be drawn in favour of the Owner and shall be initially valid for a period adequate to cover up to 90 days after end of defect liability period.

In the event, completion of work is delayed/ extended beyond the scheduled completion date for any reason, whatsoever, the CONTRACTOR shall have the validity of the guarantee suitably extended to cover the period mentioned above.

The Owner shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of the commitments entered into under this Contract and in respect of any amount due from the CONTRACTOR to the Owner. In case CONTRACTOR fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security amount and no compensation for the works performed shall be payable upon such termination. Upon completion of the works as per completion schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/ guarantee for the work done by him or for the works supplied and their Performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall be in force from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC.

The CONTRACTOR shall also arrange for the Contract Performance Bank Guarantee to remain valid until the expiration of the guarantee period for the entire work order period.

In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the CONTRACTOR may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.



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Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit (On Non-Judicial Stamp Paper of Appropriate Value)

To, M/s Vadodara Gas Limited <hr/>	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (expiry date)	
	Claim period up to (There should be three months gap between expiry date)	
	Stamp Sl. No./ e-Stamp Certificate No.	

Dear Sir(s),

M/s. _ having registered office at _____(herein after called the “Contractor/Supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of vide PO/LOA /FOA No.-----dated_ for Vadodara Gas Limited having registered office at Shri Municipal Commissioner Gas Project Office, Gas Office Building, Dandia Bazar, Vadodara – 390 001, Gujarat (herein after called the “VGL” 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 -----) 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 VGL, 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 VADODARA GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse or reference to the contractor to VGL in such manner and at time, as VGL 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.



Vadodara Gas Limited

3. Your right to recover the said sum of Rs.----- (Rupees -----) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.----- and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or changes of constitution or insolvency of the said supplier/contractor or any change in the legal constitution of the Bank or of VGL but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by VGL 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 VGL. 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 VGL 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 VGL 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 VGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Ahmedabad.
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 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.



Vadodara Gas Limited

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 / guarantee 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 03 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 VGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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



Vadodara Gas Limited

Instructions for Furnishing

"Contract Performance Security / Security Deposit" by "Bank Guarantee"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than ₹ 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. In case claim period is not mentioned or same date is mentioned against validity and claim period, then the date of validity of BG shall be considered three months prior to such date.
6. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security.

Please refer VGL's bank details as below:

Account Number: 139605000565

IFSC Code: ICIC0001396

**Bank Name: ICICI Bank, New Lehripura Road
Branch, Nyay Mandir, Vadodara.**



Section – V

Scope of Supply [SOS]



Vadodara Gas Limited

MATERIAL REQUISITION

Item: MDPE Pipes

City: Vadodara

Item No.	Item Description	Quantity (Mtrs.)
01	90 mm PE 100 SDR 11	1,00,000

- **Note:** The successful bidder will be required to supply the MDPE pipes in the quantity mentioned in the above table or as per Annual Rate Contract order (ARC order) in case of splitting quantities during the contract period. However, the quantities are indicative and may be interchanged in proportion depending upon requirement and as per the instruction of VGL within the overall limit of the contract value at same rate, terms and conditions.



SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION

1. Vadodara Gas Limited (VGL) plans to augment the PE Network. It supplies natural gas to domestic & commercial consumers in the city of Vadodara
2. The present document covers the technical specifications for the procurement of “**Medium Density Polyethylene Pipes**” The Polyethylene Pipes shall be manufactured, supplied in accordance with Pr EN: 1555-1 Plastic Piping System for the Supply of Gaseous Fuels, IS 14885:2001 Polyethylene Pipes for Supply of Gaseous Fuels and ISO-4437 Buried Polyethylene (MDPE) for the supply of gaseous fuels metric series specifications

3. COMPLIANCE WITH SPECIFICATION

The vendor shall be completely responsible for the design, materials, manufacture, supply, testing, inspection, preparation for shipment, loading at your works, unloading at owner's store of the above item strictly in accordance with Technical Specification, Material Requisition and all other applicable codes.

4. VENDOR'S SCOPE

Vendor's scope of work includes the design, materials, manufacture, supply, testing, inspection, loading/unloading according to present specification and applicable codes and standards and all other works necessary for completion of works.

5. TERMINOLOGY

- Maximum Allowable Operating Pressure (MAOP): The maximum effective pressure of gas in a piping system, expressed in bars, which is allowed in continuous use. It takes in account physical & mechanical characteristics of the components of piping system. The equation for $MAOP = (20 \times MRS) / [C \times (SDR - 1)]$
- Minimum Required Strength (MRS): The value of lower confidence limit rounded down to next value as defined in ISO 3:1973 MRS is expressed as a hoop stress in mega-Pascal. Standardized class of components for which the Lower Confidence Limit (LCL) is equal to 10.
- PE 100: Standard designation for PE compound in class MRS 10. For such PE compounds, the long-term hydrostatic strength- calculated and classified according to the standardized method (ISO 9080 and ISO 12162) for a temperature of 20 degree centigrade, a period of 50 years and a reliability of 97.5% - must be at least 10 Mpa.
- Co-efficient (C): C is an overall co-efficient with a value greater than 1 which takes into consideration service condition as well as properties of the components of a piping system other than those represented in the lower confidence limit. For this specification the minimum of C is 2.0
- Nominal outside Diameter (dn): A convenient round number (in millimeters) for reference purposes which is common to all components in.
- Out of roundness (Ovality): The absolute out of roundness is the difference between the measured maximum outside diameter and the measured minimum outside diameter in the cross – section of pipe
- Nominal Wall Thickness (en): The wall thickness in millimeters corresponding to minimum wall thickness at any point around circumference of the pipe.



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- Resin: A material (solid or semi-solid) which has a high molecular weight and is a product of polymerization.
- Metal Flow Rate (MFR): is a value relating to the viscosity of the molten material at a specified temperature and a rate of shear.
- Standard Dimension Ratio (SDR). The ratio of nominal outside diameter of a pipe to its nominal thickness.
- $SDR = dn/en$ for any other terminology, IS-14885-2001 (latest) and / or other applicable National & International codes /Standards can be referred.

6. DESIGN CODES/ STANDARDS/REFERENCES

The following National & International codes / standards / references (Latest edition) shall be applicable for PE-100 material as well as Polyethylene pipe.

Pr EN 1555 -1	Plastic Piping System for the Supply of Gaseous Fuels
Pr EN 1555-2	Standard PE Pipes and Fitting, Suitable for Gas Transportation System Solutions
IS-14885	Polyethylene pipes for supply of Gaseous Fuels
ISO-4437	Buried Polyethylene pipe for supply of gaseous fuels-metric series-Specification
IS-2530	Methods of test for PE moulding materials and PE compound
ISO-1183:1987	Plastic: Methods for determining the density of non-cellular plastics
ISO-1872-2B	Plastic: polyethylene (PE) moulding and extrusion material
ISO- 527	Plastics: Determination of tensile properties
EN 728	Plastic Piping and Ducting System – Determination of oxidation Induction time
EN 12099	Polyethylene piping system - Determination of Volatile Content
ISO 13949:1997	Method of assessment of the degree of pigment dispersion in polyolefin pipes, fittings and compounds
EN 12118	Plastic Piping systems – Determination of moisture content in Thermoplastic by coulometer
ISO-1133	Plastics – determination of the melt-mass flow rate (MFR) and melt Volume flow rate (MVR) of thermoplastic
EN 1555-7	Gaseous fuels supply polyethylene (PE)

7. I) APPROVED MANUFACTURER FOR RAW MATERIAL

- INEOS
- BOROUGE (part of BOREALIS & ADNOC group)
- TOTAL PETROCHEMICALS
- DOW
- BASELL / LYONDELLBASELL



II) APPROVED RAW MATERIAL

- SOLWAY
- BOREALIS
- FINATHENE
- DOW BG
- ELENAC (HOSTALEN CRP 100)

8. RAW MATERIAL GRADE AND PROPERTIES

- Raw material grade / classification shall conform to Cl.4.2 of IS-14885: 2001. i.e. PE 100
- The raw material of polyethylene pipes shall be PE 100. The properties of PE-100 compound shall conform to the table 2 of IS-14885: 2001.
- Other materials / additives such as anti-oxidant, UV stabilizers, pigment dispersion etc. shall conform to IS- 14885: 2001.
- Raw material of polyethylene pipes shall be virgin quality. PE compound shall be Cadmium free pigment compound.
- Anti-oxidant & UV stabilized used in PE resin shall not exceed 0.3 and 0.5 % by mass of finished resin respectively.
- Raw material supplier to submit the certificate for percentage use of U.V. stabilizer in the raw materials (PE compound).

8.1 Characteristic of PE – 100 Compound

Sl. No.	Characteristic	Unit	Requirement	Test Method
1	Conventional Density	Kg/m ³	> 928.4 at 23°C (Base Polymer) > 930 at 27°C (Base Polymer)	IS-14885 / ISO IS 7328
2	Tensile Yield Point	MPa	Min. 15 MPa	IS-14885: 2001
3	Elongation at break	%	Min 350	IS-14885: 2001
4	Melt-mass Flow Rate	g/10 min.	+ 20% of value nominated by compound producer @ 190°C / 5.0 kg. (load)	IS-14885/ IS 2530
5	Thermal stability (Oxidation Induction time)	Minute	>20 @ 200°C	Annex. D of IS-14885: 2001
6	Volatile Matter Content	(mg/kg)	<350	IS-14885: 2001/ EN 12099
7	Pigment Dispersion		<3	Annex. E of IS-14885: 2001
8	Resistance to gas constituents	H	>20 @ 100°C	Clause 5.5 of IS-14885: 2001
9	Resistance to Slow crack growth	H	165h at 80°C, 0.92 MPa	ISO 13479

The above requirements are also same for the final product



Vadodara Gas Limited

9. PIPE SIZE/ DIMENSION AND LENGHT

Wall Thickness and Length of Pipes

Nominal diameter (mm)	Minimum wall thickness (e) (mm)	SDR	OVALITY as per	Packing length in Mtrs / Coil
90 mm	8.2	11	IS-14885: 2001	100

10. METHOD OF MEASUREMENT

The method of measurement of outside diameter, wall thickness, length, ovality etc. of [pipe shall conform to IS 14885:2001 or equivalent code/standards.

11. TOLERANCE

11.1. Tolerances for Random Length of Pipes Tolerances for Random Length of Pipes

- Tolerances for each rolled pipes – 0 / +0.5m
- Tolerances for each straight pipes – 0 / +0.5m

11.2. Tolerances on Nominal wall thickness at any points of pipe shall be in accordance with IS 144885:2001 or equivalent codes/ standards

12. The Pipe shall be of ORANGE color, when the pipe shall be manufactured from PE-100 grade of raw material.

13. MARKING

13.1. The pipes shall be supplied with “VGL” mark

- All pipes shall be permanently and legibly marked along their length with a legend, which shall be impressed to a depth of not more than 0.15 mm.
- Marking details shall be formed in such a way that marking does not initiate cracks or other type of failure and in such a way that with normal storage weathering and processing and permissible method of installation use legibility shall be maintained for the pipe.

13.2. The embossing for orange pipe shall have black base. Height of character shall be uniform and at least as given below:

- 3mm for pipe not greater than 90mm nominal size.

13.3. Legend shall be repeated at intervals of 1 m and shall consist of following Information:

“Vadodara Gas Ltd. Manufacturer’s Name PE 100 DN-X-(W.T.) MM- SDR-GAS IS: 14885:2001 ISI CM/L- Batch or Coil no.-Sequential Meter Marking “

Legend:

DN - Nominal Diameter

W.T. - Wall Thickness

SDR - Standard Dimensions Ratio



14. INSPECTION AND TEST PROCEDURE

The entire production lot will have to be tested by third party agency suggested by contractor with prior permission of VGL, at the bidder's cost and risk. The testing certificate shall have to be obtained by the supplier & sent along with every consignment without fail. The supplier shall have to provide all testing facilities to the inspecting agency free of cost. If such testing facility is not available in that case inspecting agency will send it to other laboratory for testing and the charge of the same shall be borne by supplier.

15. FINISH / DEFECT LIABILITY

The internal and external surfaces of the pipes shall generally be smooth, clean and free from cavities and other surface defects, which may affect pipe performance. The pipe ends shall be cut cleanly and square to the axis of the pipe and shall be within the tolerances of ends. Defect liability period shall be 24 months from last date of delivery of pipes at site.

16. SUPPLY, PACKAGING, HANDLING TRANSPORTATION AND STORAGE OF PE-100 PIPES

Packaging shall be done in Hessian cloth (Jute) with polyethylene sheet wrapped around the pipe of 100 micron to avoid direct sunlight and facilitate out-door storage and both ends of pipe shall be protected with proper end caps. Packing size to be mentioned to ensure uniformity in delivery conditions of the pipe being procured. Bidder shall submit the packaging details during offer and also complied with at the time of delivery. Manufacturers shall make an arrangement for unloading of pipes at VGL Gajrawadi Store

QAP Attached as a Separate File



Section – VI

Health, Safety Environment Specifications [HSE]



Health, Safety and Environment [HSE] Specifications

1.0 Scope

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

2.0 Requirements of 'Health, Safety and Environment [HSE] Management System' to be complied by Bidders

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the VGL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/ audit by VGL / external agency authorized by VGL, shall be complied by Contractor and its report to be submitted to VGL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, VGL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with VGL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by VGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/ jobs as per requirements.
- 2.9 All equipment should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.



Vadodara Gas Limited

- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose of any such materials without the express authorization of VGL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/ explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractors should carryout audits/ inspections/ supervisions at the sub-Contractor's works and submit the reports for review by VGL.

3.0 Relevant Codes for 'Personal Protection Equipment'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



Section – VII

Other Forms & Formats

It is Mandatory to Fill in All This Forms and Upload the Scanned Copy of the same on n-Procure duly sign & stamp of authorized signatory.



Vadodara Gas Limited

List of Forms & Format

Form No.	Description
F-1	Bidder's General Information
F-2	Bid Form
F-3	List of Enclosures
F-4	Proforma of "Bank Guarantee" For "Earnest Money/ Bid Security"
F-4A	Proforma of "Letter of Credit" for "Earnest Money/ Bid Security"
F-5	Letter of Authority
F-6	No Deviation Confirmation
F-7	Declaration Regarding Holiday/ Banning and Liquidation, Court Receivership etc.
F-8	Certificate for Non-Involvement of Govt. of India
F-9	Agreed Terms & Condition
F-10	Acknowledgement cum Consent Letter
F-11	Undertaking on Letterhead
F-12	Bidder's Experience
F-13	Check List
F-14	Format for Certificate for Bank If Bidder's Working Capital is Inadequate
F-15	Format for Chartered Accountant Certificate for Financial Capability of the Bidder
F-16	Bidder's Queries for Pre-Bid Meeting
F-17	E-Banking Format
F-18	Confirmation Under MSE Act 2006



Vadodara Gas Limited

F-1

Bidder's General Information

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/ Partnership Firm/ Limited/ Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/ Partners/ Directors of the firm/ company	
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: Pin/ ZIP:
6	Operational Address [if different from above]	City: District: State: PIN/ ZIP
7	Telephone Number [Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	



Vadodara Gas Limited

10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST Registration No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes/ No _____ (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneur's Memorandum (EM) filled with the authority specified by the respective State Government)
21	Whether Micro/ Small/ Medium Enterprise	_____ (Bidder to submit documents as specified it ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

NOTE:

Documentary Evidence in Support of Above shall be duly Notarized and self-attested by authorized signatory.

Place:
Date:

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



Vadodara Gas Limited

F-2

Bid Form

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of

“
including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "**three [03] months**" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "**03% of Annualized Contract value (excluding taxes & duties)**" or as mentioned in Tender Document for the due performance within "Thirty [30] days" of such Award.

Until a final Agreement/ Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



List of Enclosures

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing average annual turnover for the last three preceding financial years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-15.
3. Document showing Financial Situation Information as sought in enclosed format F-15.
4. Copy of Bidding Documents along with addendum/ corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section II.
6. Bid Security / EMD
7. Duly certified document from chartered engineer and or chartered accountant.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Vadodara Gas Limited

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Proforma of "Bank Guarantee" for "Earnest Money / Bid Security"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Vadodara Gas Ltd

1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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 Vadodara Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by VGL, 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 _____ 200__ at _____

Witness:

(Signature)
(Name)

(Signature)
(Name)
Designation with Bank Stamp

(Official Address)

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



Vadodara Gas Limited

Instructions for Furnishing "Bid Security/ Earnest Money" by "Bank Guarantee"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail/ Fax/ Phone from where the Earnest Money Bond has been issued.
6. 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.

.....



Proforma of "Letter of Credit" for "Earnest Money / Bid Security"

To,
M/s Vadodara Gas Ltd
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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

Validity of this Irrevocable: (In India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

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

For,

Authorized Signature

(Original Bank) Counter Signature



Vadodara Gas Limited

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Letter of Authority

[Performa for Letter of Authority for Attending Subsequent 'Negotiations'/ 'Pre-tendering Conferences' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

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

- [1] Name & Designation _____ Signature _____
Contact No.: _____
E-mail: _____ @ _____
- [2] Name & Designation _____ Signature _____
Contact No.: _____
E-mail: _____ @ _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representative(s).

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

To be upload on your Letter Head on n-Procure only

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.



"No Deviation" Confirmation

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

To be upload on your Letter Head on n-Procure only



Declaration Regarding Holiday/ Banning and Liquidation, Court Receivership

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by VGL or GAIL GAS or Vadodara Municipal Corporation 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.

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

We also confirm that we are not under any liquidation, court receivership or similar proceedings or ‘bankruptcy’.

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

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to VGL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

To be upload on your Letter Head on n-Procure only



Certificate for Non-Involvement of Govt. of India

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “_____”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



Vadodara Gas Limited

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Agreed Terms & Conditions

To,
Vadodara Gas Limited,
 1st Floor, Riddhi Tower, Manisha Circle,
 Old Padra Road, Vadodara – 390015

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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.	Please confirm 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 Goods and Services Tax	GST@ ____%
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 Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank 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. 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 ₹ 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
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 3 months from Final/ Extended due date of opening of Techno-commercial Bids.	



Vadodara Gas Limited

12.	Please furnish Tender Fee details: a) Tender Fee No. & date b) Value	
13.	Please furnish EMD/ Bid Security details: c) EMD/ Bid Security No. & date d) Value e) Validity	
14.	Confirm acceptance to all provisions of ITB.	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm that 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/ VGL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:
Date:

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



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 VGL issued the tender, by filling up the Format)

To,

M/s Vadodara Gas Ltd

1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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 :
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 :



Vadodara Gas Limited

F-11

Undertaking on Letterhead

To,
Vadodara Gas Limited,
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

**SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD
OF 02 YEAR**

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

To be upload on your Letter Head on n-Procure only



Vadodara Gas Limited

F-12

Bidder's Experience

To,
M/s Vadodara Gas Ltd
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR
TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

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)	(4)	(5)	(6)	(7)	(8)	(9)

Place:
Date:

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



Check List

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

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

Sl. No.	Description	Check Box	Reference Page No. of the Bid Submitted
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
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	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm has annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		



Vadodara Gas Limited

Sl. No.	Description	Check List	Yes/ Na	No
1.	Tender Fee	₹ _____		
A.	DD	DD NO. _____ dated _____ For ₹ _____.00 in favour of VADODARA GAS LIMITED payable at Vadodara	Yes/ Na	
2.	EMD	₹ _____		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for ₹ _____ In favour of VADODARA GAS LIMITED payable at Vadodara	Yes/ Na	No
B	BG	BG Validity Beyond 3 Three Months from Bid Validity Period of 90 Days	Yes/ Na	No
C	Latest MSME Certificate	Duly Notarized and self-attested by authorized signatory	Yes/ Na	No
2.	Bid Validity up to Three Months	Accepted	Yes	No
3.	Copy of Work Order (WO) / LOA/ ARC Order and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by Chartered Engineer and Notary Public. For instance, Work order/ LOA must clearly indicate Nature of work/ service, various components/ items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion.	Yes/ Na	No
6.	Financial Criteria in Case of Single Bidder as Stipulated in BEC			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of last three (3) Preceding Financial Year(s), i.e. FY: _____ [to be reckoned from bid due date] along with un-price bid.	Yes/ Na	No
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit & Loss Statement of Last FY: _____ meeting the NET WORTH & Working Capital requirement.	Yes	No
6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated in BEC	Duly certified/ attested by Notary Public with legible stamp with applicability of relevant clause of BEC	Yes/ Na	No



Vadodara Gas Limited

6iv.	Details of financial capacity of bidder prescribed Format, F-15 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	Yes/ Na	No
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-14) from the Bidder's bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with legible stamp.	Yes/ Na	No
7.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	Yes	No
8.	SOR (blank without price) mentioning word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited & Duly signed along with bid document	Yes	No
9.	FORM 011 TO 17 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	Yes	No
10.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[Agreed & Confirmed]	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

NOTE: Bidder is requested to fill this check list and ensure that all detail/ documents have been furnished (attached) as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)" and Blank Price schedule (Part-II). Non-submission of any document/ submission without proper certification/ attestation/ authentication as mentioned above may lead to outright rejection of the Bid.



Format for Certificate from Bank
If Bidder's working Capital is Inadequate
(To be provided on Bank's letter head)

Date: / /2026

To,
Vadodara Gas Ltd
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

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 VGL's RFQ/ Tender no.
_____ Dated _____ for “_____”
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 ₹ _____ (Working Capital Amount)

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 :



Vadodara Gas Limited

F – 15

Format for Chartered Accountant Certificate for Financial Capability of the Bidder

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

We have verified the Annual Accounts and other relevant records of M/s_____ (Name of the bidder) and certify the following

A. Annual Turnover of Last 3 Years:

Sl. No.	Year	Currency	Amount (In ₹)
1	<u>F.Y. 2022-23</u>		
2	<u>F.Y. 2023-24</u>		
3	<u>F.Y. 2024-25</u>		

B. Financial Data for Last Audited Financial Year:

Sl. No.	Description	F.Y. 2024-25 Amount (In ₹)
1	Current Assets	
2	Current Liabilities	
3	Working Capital (Current Assets –Current liabilities)	
4	Net Worth (Paid up share capital and Free Reserves & Surplus)	

Chartered Accountant

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.:



Vadodara Gas Limited

Instructions:

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
2. All such documents reflect the financial situation of the bidder or partner to a JV/Consortium,
3. and not sister or parent companies.
4. Historic financial statements must be audited by a certified chartered accountant.
5. Historic financial statements must be complete, including all notes to the financial statements.
6. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted).
7. 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.
8. This certificate is to be submitted on the letter head of Chartered Accountant.



Vadodara Gas Limited

F – 16

Bidder's Queries for Pre-Bid Meeting

To,
M/s Vadodara Gas Ltd
1st Floor, Riddhi Tower, Manisha Circle,
Old Padra Road, Vadodara – 390015

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR
TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Sl. No.	Reference of Bidding Document				Bidder's Query	VGL'S Reply
	Sec. No.	Page No.	Clause No.	Subject		

Note: The Pre-Bid Queries shall be sent by fax and also by e-mail before due date for receipt of bidder's queries.

Signature of Bidder : _____

Name of Bidder : _____



Vadodara Gas Limited

F-17

E-Banking Mandate Form
(To be issued on vendors letter head)

SUBJECT: **PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR**

TENDER NO.: **VGL/CO/C&P-PNG/BD202605P323**

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 Vadodara Gas Limited to release any amount due to me/ us in the bank account as mentioned above. I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Vadodara Gas Limited responsible.

(Signature of vendor/ customer)

Bank Certificate

We certify that has an Account no. With us and we confirm that the details given above are correct as per our records.

Bank stamp

Date:

[Signature of Authorized officer of Bank]



Confirmation on Applicability of “Micro, Small and Medium Enterprise Development Act, 2006 (MSMED ACT 2006)”

SUBJECT: ~~PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR~~

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

1. ~~We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:~~

- a. ~~Micro Enterprise~~ _____ [_____]
- b. ~~Small Enterprise~~ _____ [_____]
- c. ~~Medium Enterprise~~ _____ [_____]

~~(Please put a tick in the appropriate box)~~

2. ~~Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.~~

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

Note: ~~In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.~~



Section – VIII

Schedule of Rates [SOR]

The BOQ provided on n-Procure is in Conjugation with the Attached File of SOR. Kindly Refer the SOR before Filling the rates/ percentage.

Bidders will be required to Quote/ Fill against each SOR Line Item on n-Procure.

Price Bid to be submitted on n-Procure Only. No Hard Copy of the same shall be submitted.



Vadodara Gas Limited

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

Sl. No.	Description	Size	UoM	Qty.	Unit Rate	Amount
1	MDPE Pipe SDR-11, PE 100	90mm	Mtr.	1,00,000		
2	P&F Freight Transit Insurance, Loading / un Loading charges, TPIA Charges etc.					
3	Add: GST @ ____%					
4	Grand Total Amount					

Note: Bidder is required Quote Unit Rate Excl. of GST on n-Procure only.

Place:

Date:

Signature of Authorized Signatory with Stamped



Vadodara Gas Limited

CUT-OUT SLIPS



Vadodara Gas Limited

“TENDER FEE, EMD/ BID SECURITY & POWER OF ATTORNEY IN ORIGINAL” OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

SUBJECT: PROCUREMENT OF 90 MM MDPE PIPE ON ARC BASIS FOR PERIOD OF 02 YEAR

TENDER NO.: VGL/CO/C&P-PNG/BD202605P323

DATE & TIME FOR SUBMISSION OF PHYSICAL COPY OF TENDER FEE, EMD & POWER OF ATTORNEY: 29/06/2026 UPTO 1700 HRS.

To,

C&P Department

Vadodara Gas Limited

1st Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015,
Gujarat – India,

Contact No.: 0265-2334075

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "TENDER FEE, EMD/ BID SECURITY & POWER OF ATTORNEY"