



PETRONET MHB LIMITED. BANGALORE

# **PETRONET MHB LIMITED.**

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Thimmaiah Road, Vasanth Nagar,  
Bangalore 560052  
Phone No.: +91 080 22262317 / 22262316

## **Tender Document For**

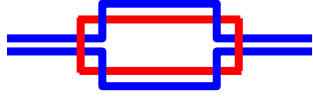
### **Supply of Resistance Temperature Detectors (RTDs) at PMHBL Neriya station.**

<b>Tender Download Start Date</b>	<b>As per GeM bid</b>
<b>Tender Download End Date &amp; Time</b>	<b>As per GeM bid</b>
<b>Prebid Meeting</b>	<b>As per GeM bid</b>
<b>Bid Closing date &amp; Time</b>	<b>As per GeM bid</b>
<b>Unpriced Bid Opening date &amp; Time</b>	<b>As per GeM bid</b>



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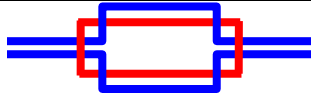
**NOTICE INVITING TENDER (NIT)**

Petronet MHB Limited (PMHBL) invites Bids from eligible bidders in complete accordance with the following details and Tender document.

The brief details of the tender are as below;

SL. No.	Description	Details
1	Tender Number	As per GeM bid
2	Brief Description of the Tender	Supply of Resistance Temperature Detectors (RTDs) at PMHBL Neriya station.
3	Tender Type	GeM
4	Bid Type	Two Bid
5	Mode	GEM
6	Pre-bid Conference	As per GeM bid Notification
7	EMD	As per GeM bid
8	<b>Contact details - Technical Queries</b>	Mr. Pradeep Kumar B Manager E-mail: <a href="mailto:pradeepkumar@petronetmhbl.com">pradeepkumar@petronetmhbl.com</a> Mob : 8495813676
9	<b>Contact details - Tender related Queries</b>	Head Procurement Mr. Prasanna Kumar R E-mail : <a href="mailto:prasannakumar@petronetmhbl.com">prasannakumar@petronetmhbl.com</a> Ph. No. : 080 -22262317, Extn: 6505

Contact details & Address for Site visit.	
Contact Details	Contact Address
Mr. Lokesh Sanil - Station-in-Charge- PMHBL Neriya E-mail: <a href="mailto:lokeshsanil@petronetmhbl.com">lokeshsanil@petronetmhbl.com</a> Ph.No: 9448123237	<b>Petronet MHB Limited, Neriya Pumping Station,</b> Village Neriya, Taluk Belthangady, Dakshina Kannada District-574292



## Annexure - II

# **INSTRUCTION TO BIDDER(S) (ITB)**

### **1.0 GENERAL:**

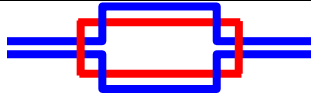
- 1.1 M/s Petronet MHB Limited is a joint venture of M/s. Hindustan Petroleum Corporation Ltd. and M/s. Oil & Natural Gas Corporation Ltd. (Public Sector Undertakings - Govt. of India), operating 362.36 Km Petroleum products cross country pipeline from Mangalore to Bangalore via Hassan in Karnataka State along the pipeline 4 main stations were existing viz. Mangalore, Neriya, Hassan and Devangonhi (Bangalore).
- 1.2 The bidder is advised to read these instructions carefully and to ensure that his response complies fully with the requirements of the tender. Failure to provide the information and documents required by this Invitation to Bid may render the Bid to be unacceptable. Tender should be submitted in the prescribed form supplied by the company only.
- 1.3 The bidder shall download the complete set of tender document from the GeM/owner's website as per the index of the tender, fully read, understand & compile the same as per the various instructions contained herein and in "Instructions to Bidder".
- 1.4 Every bidder must submit bid strictly in accordance with the conditions and specifications prescribed by PMHBL. Special conditions (if any) submitted along with the tender documents by the bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.
- 1.5 Bidders to note that Physical/ Hard Copy of the Tender Documents shall not be issued from the office of Tender Inviting Authority. Any request in this regard shall not be entertained under any circumstances.

### **2.0 COST OF BIDDING:**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and PMHBL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

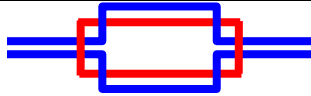
### **3.0 SITE VISIT :**

- 3.1 Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during the contract period / after contract period. All costs for and associated with site visits shall be borne by the bidder.
- 3.2 The bidder and any of his personnel or authorized representatives will be granted permission by the OWNER to enter upon its premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, its personnel or authorized representative shall be understood to have released and indemnified the OWNER and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result of such visit.



#### 4 **TENDER INSTRUCTIONS:**

- 4.1 The Tender document comprises of following sections-
- Notice Inviting Tender.
  - Pre-Qualification Criteria/Bid Evaluation criteria.
  - Instruction to Bidder.
  - Special terms and General conditions of Contract.
  - Formats of Credentials / EMD / Security Deposit, etc.
  - PQC Compliance, Deviation statement, declaration, etc
  - Scope of work / Special Conditions of Contract,
- 4.2 The Tender Documents shall always be & remain the exclusive property of the Owner without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The Owner shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.
- 4.3 The Tender shall be completely filled in all respects and shall be tendered together with requisite information & annexure. The Bidder is expected to examine the Tender Documents, including all instructions, specifications and drawings in the tendering document. Failure to furnish all the information required by the tendering documents or tender incomplete in particulars or submission of tender not substantially responsive to the tendering document in every respect shall result in rejection of the Tender.
- 4.4 It is hereby stipulated that the Tenderers shall not affect any corrections/ alterations/ modifications in the Tender Documents and various formats contained therein. Any correction/ alteration/ modification in the Tender Documents by the Bidder shall make their tender liable for rejection.
- 4.5 Originals of the documents related to the tender should be produced as and when asked for verification, and failure to produce such original document(s) at specified date, time and place would mean rejection of tender for further evaluation.
- 4.6 When person signing the Tender / agreement is not the sole Proprietor of the company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the company must be enclosed.
- 4.7 Date format should be DD/MM/YYYY (Date/Month/Year).
- 4.8 Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.
- 4.9 PMHBL reserves the right to accept or reject any or all tenders and at any stage of the tender evaluation process at the company's sole discretion and without assigning any reason thereof.
- 4.10 Any false/fake/incorrect information submitted by the bidder/contractor while submitting the bid will be liable for rejection of bid, action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor
- 4.11 Any false/fake/incorrect information surfaced out after award of job would lead to action like Forfeiture of EMD, Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ Contractor.
- 4.12 If the successful bidder, backs out during finalization of tender/after award of order, action will be initiated by PMHBL as deemed fit.



- 4.13 The tender terms/ conditions as per SCC (Special conditions of the contract) Supersedes all similar terms prescribed under GCC/ Other Conditions of Contract (OCC).
- 4.14 PMHBL reserves it right to seek the Originals if needs or inspect the documents at its premises for verification and return. In case, it is found that the bidder has attempted to mislead PMHBL on any counts, PMHBL may proceed with any action that is deemed fit.
- 4.15 “The item supplied / service provided shall be Environment friendly and Energy efficient”.

**5 CLARIFICATION REQUESTS BY BIDDER:**

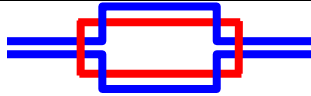
- 5.1 Although the details presented in this Tender document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.
- 5.2 Bidder shall examine the Tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification at any time up to one week prior to the tender closing date. Such clarification requests shall be directed as per the contact details mentioned in the NIT.
- 5.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

**6 CORRIGENDUM/ ADDENDUM/ CLARIFICATION:**

- 6.1 PMHBL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder, issue amendment in the form of addendum/corrigendum/clarification during the Tender period and subsequent to receiving the Tenders. Any addendum / corrigendum / clarification thus issued shall become part of Tender document.
- 6.2 For addendum/corrigendum/clarification issued during the Tender period, Bidder shall consider the impact in his Tender. For addendum/corrigendum/clarification(s) issued subsequent to receiving the Tenders, Bidder shall follow the instructions issued along with addendum/corrigendum/clarification(s).
- 6.3 Such Addendum / Corrigendum/ Clarification(s) shall be uploaded on the GeM Portal and it will not be published elsewhere. Prospective bidders should visit the above GeM Portal/ from time to time to make note of corrigendum/addendum/clarification if any. PMHBL is not responsible for non-receipt of any communication / information of addendum/corrigendum/clarification.
- 6.4 All such Addendum / Corrigendum / Clarification(s) issued shall form part of the Tender Documents.
- 6.5 It is incumbent on all the Bidders to view, download, understand and furnish Addendum / Corrigendum / Clarification(s) along with his/its/their tender. Any deviation/ clarification due to non- receipt of Addendum / Corrigendum / Clarification(s) at later stage should not be entertained. Any bid without copy of Addenda/ Corrigenda/ Clarification(s), if issued, as mark of its acceptance may not be accepted.

**7 CONFIDENTIALITY OF BIDDING DOCUMENT:**

- 7.1 All information disclosed to the Tenderers by way of the Tender Documents shall be considered



confidential and any person/ Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned in addition to his being liable to be black listed and/ or barred from participating in future bids.

8 **LANGUAGE OF BID:**

8.1 The Bid and all correspondence incidental to and concerning the Bid shall be in the English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern.

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

9 **PREPARATION AND SUBMISSION OF BIDS:**

9.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

9.2 **Date & Time of submission:** Bid must be submitted by the due date and time mentioned in the notice Inviting Tender / Letter inviting Bid or any extension thereof as duly notified in writing on GeM Portal/ PMHBL / e-tender website.

9.3 Bidder shall submit the offer in two parts:

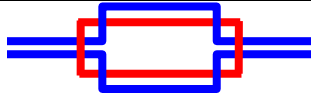
**Part I** - Techno-Commercial (un-priced) bid and

**Part II** - Priced bid.

9.4 Price bid & technical bids if submitted together shall be summarily rejected.

9.5 **Part I - Techno-commercial bid (Unpriced Bid)** shall be submitted with all documents that are called for

- Proof of eligibility, if any, (documentary evidence for turnover, Work order copies & Satisfactory Completion certificate, etc). Please refer to Pre-Qualification Criteria/ Bid Evaluation Criteria as per **Section B**.
- EMD as applicable.
- Statement of Credential, Vendor details, MSME/Start-up details
- Declaration of Banning / Black listing / Holiday Listing
- Declaration regarding relation with any of the PMHBL Directors.
- Integrity pact if applicable.
- Deviation statements.



- Declaration as per the format of '**Undertaking by Bidders**' (attached as **APPENDIX -IX**) duly signed & stamped by the bidder to be submitted in Company's letter head as token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any, in lieu of submission of full tender document with signature and Stamp on each page. However, Signed copy of Corrigendum / amendment / addendum / Clarification if any to be submitted/upload along with the Technical Bid / attachment in EPS system.
- Un-priced 'Priced bid' copy indicating quoted items,
- Any other document(s) as applicable.

**Note:** Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include Covering letter, Technical specifications, Items list being offered, Drawings, Bid qualification proof, Testimonials, Certificates, Catalogues, Compliance or Deviation statements, etc as applicable to this Tender and create an Index Page with headings and corresponding page numbers. Declaration as per the format of 'Undertaking by Bidders' duly signed & stamped by the bidder in token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any

9.6 **Priced bid (Part II)** shall be submitted in the same format as mentioned/Included in the GeM Portal/ Tender document. Otherwise, offer will be liable for rejection.

9.7 No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the vendor. PMHBL shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid at their discretion.

**9.8 GST LIABILITY:**

The bidder will have to pay all GST liability, as applicable except in case of services covered under reverse charge on the value of which 100% GST shall be paid by PMHBL.

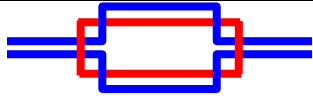
The Bidder should quote the applicable GST, clearly indicating the rate and the amount of GST included in the bid and the description of the respective service (as per GST Rules) under which the GST is payable along with HSN/SAC Code of Goods / Services.

In case the GST is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of GST. PMHBL will not entertain any future claim in respect of GST against such offers.

In case, the quoted information related to various taxes and subsequently proves wrong, incorrect or misleading: -

a) PMHBL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) PMHBL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.



The Service Provider should have a valid GST registration certificate with the concerned authorities and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite GST registration certificate along with the first invoice under the contract.

10 ~~Deleted~~

11 ~~Deleted~~

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12 **PRICE / SCHEDULE OF RATES (SOR) / BILL OF QUANTITIES :**

12.1 Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order/Contract, even though it might be necessary for the Purchase order/Contract execution to take longer than the Completion period specified in the Purchase order/Contract.

12.2 The SOR(BOQ) shall be read in conjunction with all other sections of Tender document.

12.3 The price quoted by the Bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise.

12.4 Rates / amount must be filled in 'Schedule of Rates / price bid' only. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.

12.5 Bidder shall quote for all the items of 'Schedule of Rates / price bid' after careful analysis of cost involved for the performance of the completed item(s) considering all parts of the Tender document. In case any activity though specifically not covered in description of item under 'Schedule of Rates / price bid' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Tender document, the item(s) quoted price will deemed to be inclusive of cost incurred for such activity.

12.6 All item(s) of work in the Bill of Quantities shall be carried out as per the specifications, and directions / instructions of the Engineer-in-charge and the rates are inclusive of labour, supervision, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

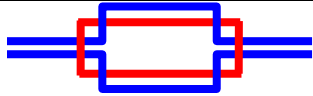
12.7 The rate shall include all expenditure incurred towards mobilisation and de- mobilisation. All prices shall be quoted in Indian Rupees unless otherwise instructed.

12.8 Bidder shall be considered only if the bidder has quoted for all the items of the 'Schedule of Rates / price bid' unless stated otherwise. Tenders which are received with some item(s) left blank / not quoted for all the items of the 'Schedule of Rates / price bid' shall be liable for rejection.

12.9 Prices quoted by the Bidders shall be strictly in the given price bid format. Prices should not be clubbed with any of items in any way i.e. complete break up as suggested to be given after each item for the materials and works covered under the scope of contract, otherwise the bid may be considered as non-responsive.

12.10 Unless stated otherwise in the Tender Documents, the contract shall be for the complete supplies, services and composite works as described in the relative scope of supplies, services and composite works.

12.11 All Government circulars/ guidelines applicable on tender work would be enforced from time to time and it would be binding on the part of the Bidder/Contractor to abide by the same as



per stipulations.

12.12 Price Bid shall not contain any conditions whatsoever. Any condition mentioned therein, Price bid shall not be considered for evaluation.

**12.13 Any incomplete bid in any of the above requirement shall be considered as non-responsive and shall be summarily rejected without any reference whatsoever to the Bidder.**

12.14 **Rates to be quoted in Figures & words:**

The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the standard SOR / Price Bid format. If some discrepancies are found between the rate / amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

12.14.1 Prices shall be written both in Words and Figures. In the event of discrepancy between the price in figures and words, the amount entered in words would be taken into consideration for evaluation and finalization of the order.

12.14.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.

12.14.3 When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder shall be taken as correct.

12.14.4 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 amount reworked.

12.14.5 When Bidder has quoted only in figures and the amount written against the particular item does not correspond to the rate written in figures, then the higher of the rates i.e. rate worked out by dividing the amount with quantity and quoted rate in figures shall be adopted for evaluation purposes and in the event such a Tender is determined lowest Tender, then lower of the rates mentioned shall be considered to award of the works.

12.14.6 When Bidder has quoted rates in figures and words but has not calculated the amount and the total contract price, such Tenders shall be rejected forthwith without consulting the Bidder.

12.15 Bidder shall bear, within the quoted rates, income tax liability of both corporate and Personnel as applicable in respect of their personnel and their sub contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

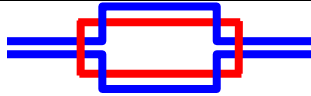
12.16 The rates quoted by the bidder shall be inclusive of all duties, taxes and levies etc, Central or State or Local bodies, etc. including GST.

12.17 The rates stated in the Schedule of Rates shall not be subject to escalation on any account whatsoever.

### **13 BID CURRENCY:**

13.1 Bidders should quote firm prices in Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.

13.2 For Global tenders, Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in Foreign Currency. For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency (FC) shall mean and be limited to US DOLLARS, GREAT BRITAIN POUND, EURO and JAPANESE YEN.



13.3 Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in India only in Indian Rupees.

13.4 For evaluation purposes, the bid price shall be converted to Indian Rupees by converting the Foreign Currency into Indian Rupees at the RBI Exchange Rate prevailing on the day of opening of the price bid.

14 **(a) BID SECURITY/EMD: NOT APPLICABLE**

~~In addition to the Technical Bid & Price Bid, bidders are advised to submit Bid Security /EMD (which carries no interest) for an amount of Rs. 20,000.00 (Rupees Twenty Thousand Only) along with the tender.~~

~~EMD shall be accepted in the form of NEFT/RTGS, Net Banking, Debit / Credit Card up to Rs Rs.50,000/- to below mentioned Bank account~~

~~Bank Name: HDFC Bank~~

~~• IFSC Code: HDFC0001268 Petronet MHB limited Account NO:50200028736483~~

OR

~~Bank Guarantee (for value more than Rs.50,000/-) issued by any scheduled bank (other than cooperative bank) can also be submitted. In case EMD is submitted in form of Bank Guarantee, it should be made on non-judicial stamp paper of appropriate value (denomination) and should be valid for 180 days from due date / extended due date of the tender. EMD in the form of Cheque/demand Draft (DD) is not acceptable.~~

~~EMD (Original Instrument: Bank Guarantee) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date / time, in the tender box provided at the following Address or else uploaded offers will be outrightly rejected.~~

~~HEAD-PROCUREMENT PETRONET  
MHB LTD., CORPORATE MILLER,  
2ND FLOOR, BLOCK-B, 332/1, THIMMAIAH  
ROAD, VASANTH NAGAR, BANGALORE - 560-  
052.~~

~~Bidders who submit bank guarantee (BG) towards EMD/Security Deposit (SD)/Composite Performance Bank Guarantee (CPBG)/Advances/ towards any other requirement of the tender, is required to ensure that~~

~~(i) The issuing bank is on SFMS platform~~

~~(ii) BG contains following details:~~

~~• Beneficiary's bank Name: HDFC Bank~~

~~• IFSC Code: HDFC0001268 Petronet MHB limited Account NO:50200028736483 The BG is forwarded with SFMS Delivery report~~



~~14.1 The Bid Security is required to protect the PMHBL against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 14.7.~~

~~14.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security. MSEs units (and not their dealers/distributors) which are themselves registered with District Industry Centres 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 MSME are also exempted from payment of Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the Services they intend to quote.~~

~~14.3 The Bidders not covered under Para 14.2 above must enclose with their offer in two bid systems, with techno-commercial bid) bid security. The amount for bid security has been indicated in the " under Para 14.0.~~

~~14.4 The Bid Security shall be acceptable in any of the following forms:~~

~~(i) NEFT/RTGS, Net Banking, Debit/Credit Card~~

~~(ii) Bank Guarantee (for value more than Rs.50,000/-) issued by any scheduled bank (other than cooperative bank) in the prescribed format valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidder will have to be given on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder.~~

~~The bidders will give Bank Guarantee from any of the following categories of Banks:~~

~~(a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.~~

~~OR~~

~~(b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.~~

~~OR~~

~~(c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.~~

~~iii) Confirmed irrevocable Letter of Credit, valid for 30 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.~~

~~14.5 PMHBL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.~~

~~14.6 Subject to provisions in para 14.2 above, offers without Bid Security will be ignored.~~

~~14.7 Bid Security of the successful Bidder will be discharged or returned upon the Bidder's executing the Contract, and furnishing the performance guarantee.~~



~~14.8 The Bid Security shall be forfeited by PMHBL in the following events:~~

- ~~a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.~~
- ~~b) If Bid is varied or modified in a manner not acceptable to PMHBL during the validity period or any extension of the validity duly agreed by the Bidder.~~
- ~~c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.~~
- ~~d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact. PMHBL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/ Bid security (Bid Bond) as per section 4 of Integrity Pact~~
- ~~e) In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.~~

~~14.9 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).~~

~~The bid security may also be forfeited:~~

- ~~i) if a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form, or~~
- ~~ii) if a Bidder does not accept the correction of arithmetical errors as per Sub-Clause 29 of ITB hereof, or~~
- ~~iii) in case of a successful Bidder, if the Bidder fails, within the specified period:
  - ~~a. to accept the Purchase order placed.~~
  - ~~b. to furnish the performance guarantee.~~~~

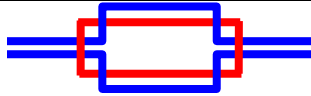
~~14.10 The bid security shall be denominated in the currency as mentioned in Invitation for Bids.~~

**14. (b) — SECURITY DEPOSIT:**

~~The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of two percent (2%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.~~

~~2% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft / NEFT upto Rs. 50,000/- and in the form of Demand draft / Bank guarantee beyond Rs. 50,000/-. Composite PBG for 10% of PO value towards Security Deposit and Performance bank guarantee shall be accepted; which shall be valid upto a period of 3 months beyond the expiry of Defect liability period (Warranty period in case of supply contracts).~~

~~Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.~~



**15 PRE-BID MEETING:**

- 15.1 Pre-bid meeting shall be held as per time & at the venue specified in the Tender Invitation. In case pre-bid meeting information is not available in the Tender Invitation & the Owner decides to have a pre-bid meeting to clarify any issues, necessary intimation with adequate notice shall be posted on GeM
- 15.2 Bidders can submit their queries through the GeM/e-mail one day prior to the due date of Pre-bid meeting. The queries shall be replied during the pre-bid meeting or the Owner will respond through the GeM portal to any request for clarification received by the deadline for submission of queries.
- 15.3 Brief summary of the queries received through GeM portal, queries raised by the attending tenderers during pre-bid meeting and the clarifications given by the Owner respect thereof, as well as any further information which the Owner choose to furnish to the tenderers, shall be posted on GeM portal in the form of Minutes of the Meeting or Addendum, which shall form a part of the Tender Documents, unless otherwise specified.
- 15.4 The tenderer or their representatives with necessary authorisation letter can be present during the Pre bid conference, if any.**
- 15.5 If pre-bid meeting information is not available in the GeM notice then the same shall not be held.

**16 LATE BIDS:**

- 16.1 Any bid received by PMHBL after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and shall be rejected.
- 16.2 The "Late Bid" shall be returned unopened to the bidder in due course in case of Manual Tenders.

**17 Deleted**

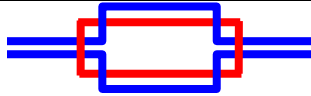
**18.0 BID OPENING:**

**18.1 UN-PRICED (TECHNO-COMMERCIAL) BID OPENING:**

- 18.1.1 Techno-Commercial (Un-priced) Part (Part-I) will be opened on the scheduled date and
- 18.1.2 For E-Tenders, Bidders can also witness bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate.
- 18.1.3 The bidder or their representative with necessary authorization letter can be present during the technical bid opening in case of Manual tender.
- 18.1.4 During the opening of Un-priced Part (Part-I), only the names of agencies who have quoted and furnished EMD shall be made public.
- 18.1.5 **Clarification of Bids: PMHBL**, if necessary, will obtain clarifications on the bid by requesting for such information / clarifications from any or all bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by PMHBL.

**18.2 PRICE BID OPENING:**

- 18.2.1 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the



date of price bid opening./as per GeM

- 18.2.2 The Price Bid opening shall be done of GeM/e-tender portal and Bidders can also witness bid opening by logging on to the GeM/E-Tendering website through their system using their valid digital signature/certificate.
- 18.2.3 In case of manual tenders, bidders may depute their authorised representative during the price bid opening with necessary authorisation letter.
- 18.2.4 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.
- 18.2.5 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. However, in case the unsolicited price increase is known only after price bid opening and the bidder's comparative ranking changes by withdrawal of the price increase, the Bidder shall not be allowed to withdraw the price increase and the bid shall be rejected outright. But, if such a bidder is lowest with or without the price increase, the order shall not be placed with price increase and if the bidder does not agree, the enquiry shall be refloated.
- 18.2.6 Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and action as deemed fit.

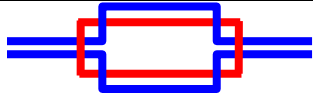
19.0 **BID EVALUATION AND AWARD CRITERIA:**

19.1 The Owner reserves the right to consider/ evaluate only substantially responsive tenders. A substantially responsive tender is one, which, in the opinion of the Owner (which shall be final and binding on the Tenderer(s)), substantially conforms to all the terms, conditions, specifications and requirements of the Tender Document without material deviations or reservations in respect of any of the following:

- Scope, Quality or Performance of the work;
- The Owner's rights or the Tenderer's obligations under the contract as per the tender documentation;
- Such deviations the correction of which would affect the competitive position of other tenderers, who have submitted substantially responsive bids;
- Any tender unaccompanied by the Earnest Money in a form which is not acceptable as per the Tender Documents, or falling short of the requirement of the Tender Document, shall be liable for rejection.
- PMHBL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed / in progress for evaluation purpose.
- Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation.

19.2 **Expressions like "can offer if required/ will be submitted later/ will be taken up during detailed engineering after order is placed/ noted etc." will be construed as "TOTAL NON- COMPLIANCE" and the Bid shall be deemed "NON-RESPONSIVE AND INCOMPLETE" and may be summarily REJECTED.**

19.3 Prior to detailed evaluation of bids, the Owner will determine whether each bid is substantially responsive to the requirement of bidding documents. If the bid is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Owner, and may not



subsequently be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

- 19.4 The requirements of specifications shall be approximately studied for compliance on each of the points. The Bidder may explain clearly his stand on the specifications not complied with. However bids in compliance to each point would be deemed "Responsive Bid".
- 19.5 Bids which do not cover the complete scope of work will be treated as incomplete and shall be rejected.
- 19.6 Bid stipulating completion period/delivery schedule beyond that specified may not be considered.
- 19.7 Substantially responsive bids shall be evaluated by the Owner to ascertain the relative position of the best evaluated bid in the interest of the Owner, for the total of the complete supplies and services covered by the Tender Documents including Technical Specifications and as set out in the Price Schedule.
- 19.8 The evaluation of bids shall be done on the basis of total prices quoted for the complete scope of work and Supply, Services, Composite Works and conditions elsewhere as specified in the tender.
- 19.9 Bids shall be evaluated on the basis of landed cost at site including site work, if any, including all duties, taxes, TPI, Transportation charges including GST.

**20.0 REBATE:**

- 20.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

**21.0 NOTIFICATION OF AWARD:**

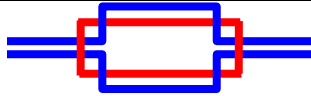
- 21.1 The lowest evaluated bid shall be accepted by owner for award. The Bidder, whose bid is accepted, selected for award of contract by Owner shall be issued Order/Letter/Fax of Acceptance(LOA/FOA) prior to expiry of bid validity. Bidder shall acknowledge the receipt.
- 21.2 PMHBL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, PMHBL shall correspond only with the successful bidder.

**22.0 UNSOLICITED POST TENDER MODIFICATIONS:**

- 22.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by PMHBL/Owner. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by PMHBL/OWNER and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

**23.0 CONTACTING PMHBL:**

- 23.1 No bidder shall contact the OWNER on any matter relating to its bid from the time of bid



opening till the time Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER in the Owner's decisions in respect of bid evaluation or Contract award will result in the rejection of that bidder's bid and action as deemed fit shall be initiated against the bidder.

**24.0 CANVASSING:**

- 24.1 Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- 24.2 Subject to the provisions concerning clarification of Bids, no Bidder shall contact the Owner on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- 24.3 Any effort by the Bidder or Bidder's representative however described to influence the Owner in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- 24.4 The Owner will deal with the Bidder on a principal bases, without involvement in any manner in India or abroad of any agent or consultant or associate or other person howsoever described.

**25.0 COLLUSIVE BIDS:**

- 25.1 In case it appears to the owner, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of the owner and against the spirit of ethical competition, the owner reserves the right to summarily reject such tenders. It shall not be incumbent on the owner to prove any collusion or other malpractice in this regard.

**26.0 MULTIPLE/ALTERNATIVE BID :**

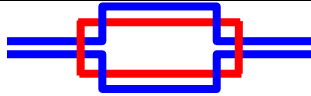
- 26.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub- contractor) failing which following actions shall be initiated:
- 26.1.1 All bids submitted by such bidder (say 'A') directly or indirectly, shall stand rejected and EMD, if any, in case of direct bid submitted by bidder "A" shall be forfeited.
- 26.1.2 If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub- contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/multiple bids.

**27.0 CARTEL FORMATION :**

- 27.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of Order. Such bidder will also be banned from bidding in future.

**28.0 CORRUPT AND FRAUDULENT PRACTICES:**

- 28.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.



**28.2** OWNER requires that the CONTRACTOR observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, OWNER defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OWNER of the benefits of free and open competition.
- c. "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what it purports to be; counterfeit, an imposter.
- d. "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor;
  - i. alters any writing of another without his authority
  - ii. makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists.

Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.

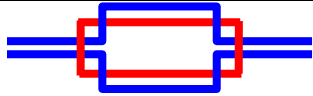
**28.3** OWNER may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

**28.4** In case, the information/ document furnished by the Contractor forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, OWNER shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Contractor and without any prejudice to other rights available to OWNER under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

**28.5** In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OWNER shall have full right to forfeit any amount due to the Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Contractor. Further, any Contractor which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of OWNER debaring them from future business with OWNER.

**29.0 PUBLIC UTILITY SERVICE:**

**29.1** The Bidder / Contractor shall take on record that PMHBL has been declared as a Public Utility Service under Industrial Dispute Act 1947 and Essential Services Maintenance Act 1994 and various other provisions hereby undertake on their behalf and on behalf of the employees under their roll that they refrain from indulging in any activity(ies) which would hamper Industrial peace in PMHBL and also would extend their Assistance and support to PMHBL to comply with the requirements within mentioned statutory requirement / declaration.



30.0 **INTEGRITY PACT:**

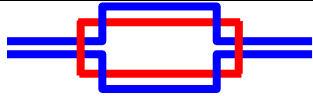
Integrity Pact documents have been attached herewith. The said document shall be signed in all the pages by the signatory of the bidder, who signs the bid and returned with the techno-commercial bid. Offer of those bidders who do not attach the Integrity Pact duly signed shall be summarily rejected without any further reference to the bidder.

31.0 **Deleted**

32.0 Deleted.

32.1 **DECLARATION:** Any party or its associated company if had been in the holiday list / black-listed/ banned by any Central / State Government agencies or any Central / State PSU company or any Regulatory Institution/Authority and such name appears in the list of the above mentioned central / state Government agencies or central / state PSUs or any Regulatory Institution/Authority as on date is disqualified and would not be considered.

**An affidavit to this effect/ or an affidavit that the vendor is not holiday listed / black listed / banned by above mentioned Agencies is required to be produced, if called for by PMHBL, in the event of award of work order.**



**Forms of bid submission (APPENDICES)**

**(List of documents required to be uploaded)**

<b>APPENDIX</b>	<b>DESCRIPTION</b>
I	PRE-QUALIFICATION CRITERIA DETAILS - DETAILS OF SIMILAR WORK COMPLETED
II	PRE-QUALIFICATION CRITERIA DETAILS - ANNUAL TURNOVER & NETWORTH DETAILS
III	PRE-QUALIFICATION CRITERIA DETAILS - OTHER CRITERIA
IV	DEVIATION STATEMENT
VI	PROFORMA OF DECLARATION OF BANNING / BLACK LISTING / HOLIDAY LISTING
VI	DECLARATION & UNDERTAKING BY MSEs / STARTUP COMPANIES
VII	DECLARATION REGARDING RELATIONS WITH ANY OF THE PMHBL DIRECTORS
VIII	UNDERTAKING BY THE BIDDERS
IX	STATEMENT OF CREDENTIALS



**APPENDIX -I**

**PRE QUALIFICATION CRITERIA DETAILS**

**DETAILS OF SIMILAR COMPLETED WORK**

Furnished below are the details required for meeting the qualifying requirements/ prior experience criteria;

SI No	Details of Work Executed	Name & Address of Client	WO No & Date	Contract value (in Rs)	Completed Value (in Rs)	Completion Period / date	Remarks if any
1							
2							
3							

**Note:** Please attached supporting documents in the form of work order(s) with Proof of completion / Satisfactory completion / execution / experience certificate issued by the client. **as per the supporting documents sought in Bid evaluation Criteria (BEC)**

**Signature of the bidder with stamp shall be affixed**



**PRE QUALIFICATION CRITERIA DETAILS**

**ANNUAL TURNOVER DETAILS and NETWORTH DETAILS**

**Bidder shall indicate herein his annual turnover during the following 2 years based on the audited balance sheet/profit and loss account statement.**

SI No	Financial Year	Annual Turnover (in Rs)
1	2023-24	
2	2024-25	
3	Average Annual Turn Over during the above two financial years	
5	Net Worth as per latest Audited Financial Statement	

*(Please highlight the above indicated values in the supporting documents for easy reference)*

**NOTE:**

Copies of audited balance sheets with Profit & Loss account statement for last 2 years and Net worth Certificate certified by Chartered Accountant shall be submitted along with the offer **as per the supporting documents sought in Bid evaluation Criteria (BEC)**

**Signature of the bidder with stamp shall be affixed**



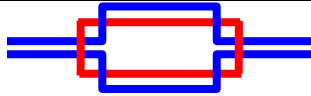
**PRE QUALIFICATION CRITERIA DETAILS**

**OTHER CRITERIA**

Furnished below are the details required for meeting the PQC - other criteria;

SI No	Other criteria (Pre-Qualification)	Compliance
A	Bidder has to quote for all items as per price bid and this is to be confirmed in the format provided along with the technical bid	Yes / No
B	Experience of only the Bidding Entity shall be considered (In-house experience where for the past experience referred for qualification, the contractor and the Owner belonging to the same organization shall not be considered as a valid experience for the purpose of qualification)	Yes / No
C	The bidder should not be under a black-list/ holiday list of any state/central government department or undertaking (including PSUs). Bidder shall give a declaration to this effect.	Yes / Not Applicable (If Not Applicable, please submit the declaration)
D	Consortium bids (Please tick mark the applicable)	<input type="checkbox"/> Consortium bids <input type="checkbox"/> Not Applicable
E	Percentage of GST considered in the quote	<input type="checkbox"/> %
F	Any other Criteria as applicable to the tender	

**Signature of the bidder with stamp shall be affixed**

**DEVIATION STATEMENT****I. Technical Deviations**

SL. No	Tender document Page No	Clause No	Description of clause	Deviation taken by the bidder

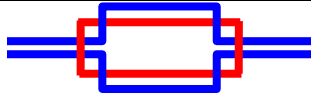
**II. Commercial Deviations**

SL. No	Tender document Page No	Clause No	Description of clause	Deviation taken by the bidder

**Note:**

1. Bidder to note this Annexure has been included in the bidding document solely for the convenience of the bidder so as to facilitate them to list out the deviations / exceptions both of technical and commercial nature from / to the bidding document. **Owner will not recognise any deviation(s)/ exception(s) which are not listed in this format**
2. Any remarks / comments to any clause may also be submitted in the above performa.
3. Any Deviation taken or noted elsewhere in the submitted bid will not be considered and PMHBL will not be responsible for the same
4. In case of "No deviation" Bidder to write 'NIL' & sign.
5. If the above table is left blank (unfilled), it will be construed that the bidder have not taken any deviation to this tender

**Seal & Sign of the Bidder:**



APPENDIX -V

(To be in the Company letter head)

Date: .....

**DECLARATION & UNDERTAKING BY MICRO & SMALL-SCALE ENTERPRISES / STARTUP COMPANIES/ ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY/WOMEN ENTREPRENEURS/REGN WITH TReDS/GeM**

Sl.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	.....
2	Is your firm/organization owned by Women Entrepreneurs	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Are your registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<input type="checkbox"/> No <input type="checkbox"/> Yes, RXIL/A-Treds/M1Xchange <input type="checkbox"/> Registration Number- (tick agency with whom you a
4	Has your firm / organization registered your items / services in Government e-Market place (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Medium <input type="checkbox"/> Startup Company <input type="checkbox"/> Others
6	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="checkbox"/> Manufacturer of items quoted <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/reseller/authorized agent/ distributor <input type="checkbox"/> Non MSE Bidder
7	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>if yes,</b> <input type="checkbox"/> SC <input type="checkbox"/> ST



8	In case you are Micro or Small Enterprise, whether registered with Udyam Registration Portal	<input type="checkbox"/> Yes, Udyam Registration No..... <input type="checkbox"/> No
9	In case you are both a valid MSE bidder-PP Policy2012 and you are also meeting the minimum Local Content as per Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC(MII)., please give your preference.	<input type="checkbox"/> MSE PP Policy 2012 <input type="checkbox"/> Make in India Policy
	Please tick anyone.	
10	Classification of Supplier as per Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC(MII): Kindly tick one of the following, as applicable based on the Local content in the product / service being offered, for the subject Tender. Note: Kindly refer the amended PP-LC(MII) policy (effective from 01/10/2020), which is part of the Tender document	<input type="checkbox"/> Class I supplier – Local content equal to or more than 50% <input type="checkbox"/> Class II supplier – Local Content more than 20% but less than 50% <input type="checkbox"/> Non-Local Supplier – Local Content less than or equal to 20%
11	In case you are claiming benefits under Purchase Preference (Make in India Policy), whether you are meeting the minimum local content as mentioned in the tender document/concerned Ministry guidelines/ Policy.	<input type="checkbox"/> Yes, Local Content _____% <input type="checkbox"/> Not applicable for this tender

Declaration: I hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my bid is liable to be rejected and I am liable for suitable actions as per relevant 6.1 PMHBL Policy. Further, I also declare that I am duly authorized by my Management for submitting the bid and **valid power of attorney for this tender** is attached. In case the Local Content so declared and submitted above is found to be below the threshold level of Minimum Local Content specified as per Tender Conditions, a pre-determined penalty of 10% shall be levied and also liable to banning of business as specified under the Purchase Preference Policy.

We also understand that in case we are not claiming benefits under “Local Content”, or MSE-Manufacturer/ System Integrator as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.



**Note on Point no 7:** Supporting documents under prescribed policy is enclosed. I have also attached necessary calculations for justifying local content for specified items and duly certified by competent agency as per relevant policy & liable for its authenticity

**A) CATEGORISATION OF MSE/SC-ST VENDORS**

1. In case of Micro/Small/Medium scale Enterprises, **kindly attach Registration Certificate** issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
2. SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

**B) ELIGIBILITY AND RECOGNITION OF START-UP COMPANIES**

Bidder who intends to participate as “Start-up” company should fulfil all the conditions of Start-Up as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. He shall also enclose the Certificate of Recognition issued by DIPP.

**C) DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under-

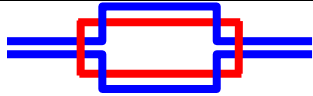
- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a “Start-up” company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

**D) DECLARATION IN CASE OF ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY**

We have read carefully the terms and conditions for availing the benefits of PP Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content as mentioned in this document is enclosed.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ and/ or subjected to appropriate penal actions / including Holiday Listing as per tender Terms & Conditions.

**Authorized Signatory (With Company Seal & Signature)**



**DECLARATION REGARDING RELATIONS WITH ANY OF THE PMHBL DIRECTORS**

The bidder shall declare the following information in exhaustive details on his company's letter head with the document duly signed and stamped.

**a) Where the Proprietor is a Sole proprietor – Yes / No**

Whether the proprietor is a director or any relative of Director of PMHBL present or retired within past 2 years.

**ii) Where the Tenderer is a firm – Yes / No**

Whether any partner or member of the firm is a director or a relative of any Director of PMHBL, present or retired, within last two years.

**iii) Where the Tenderer is a Company – Yes / No**

Whether a director (present or retired within the past two years) of PMHBL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid-up capital in the Company, or a Director of the Company.

**Place:**

**Signature of Bidder:**

**Date :**

**Name of Signatory:**



**UNDERTAKING BY THE BIDDERS**

(in letter head)

**Tender No:** \_\_\_\_\_

**Name of the Work:** \_\_\_\_\_

We \_\_\_\_\_(Name of the Tenderer) hereby certify that we have fully read and thoroughly understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum / addendum / clarification, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

We confirm that we have quoted the rates in the tender considering inter-alia the

- 1) Tender Document(s)
- 2) Scope of Work / Special Conditions of Contract
- 3) Safety Policy
- 4) Pre-bid meeting Minutes (if any)
- 5) SOR / Price bid format
- 6) Corrigendum / Addendum/ Clarification (if any)

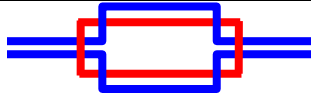
**Place:**

**Signature of Bidder:**

**Date :**

**Name of Signatory:**

**Note:** This declaration should be signed by the Tenderer's authorised representative on Company Letterhead who is signing the Bid and Scanned copy to be uploaded.



**STATEMENT OF CREDENTIALS**

Tenderers should fill their technical offer by providing all information as follows (If not applicable- Please mention as 'N/A');

SI No	Particulars	Details
1	Name of the Firm	
2	Nature of the Firm (State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photo copies of documents Confirming constitution of the firm to be Enclosed)	
3	Year of Establishment	
4	Registration Number, if any	
5	Registered Postal Address	
6	Telegraphic Address, if any	
7	Telephone No. (s)	
8	Fax No. (s), if any	
9	E-mail ID, if any	
10	Address of Branches, if any	
11	Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).	
12	Permanent Income Tax No.	
13	Last Income Tax Clearance (Attach Photocopy)	
14	Name of Bankers & Branch with full address	
15	Type of Account & A/C No.	
16	Name (s) of Authorised Representatives (s) Note: Power of Attorney signed by the Director(s)/ Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed.	
17	Type of job in which engaged as independent manufacturer. contractor	
18	Maximum value of the Job the Contractor/manufacturer is capable of Handling per year. (Furnish details of your financial standing together with the Bank References and necessary Solvency certificate from their banker (Nationalised) as per Bank's Format).	



**PETRONET MHB LIMITED. BANGALORE**

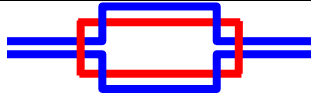
19	Are you currently having any contract with PMHBL	
20	Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job	
21	Furnish Audited Balance sheet for last 2 Years ending previous financial year	
22	Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided	
23	Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to PMHBL.)	

Bidder shall provide details in the below format, of at least one Authorised Contact person in Bidder's organization with whom PMHBL may correspond on the matter for seeking any clarifications:

<b>1</b>	<b>Primary Contact Details of the Bidder</b>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	
<b>2</b>	<b>Alternate Contact Details of the Bidder</b>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	

**Note:** The Bidder to fill up the above and enclose along with Technical Bid.

**Authorized Signatory  
(With Company Seal & Signature)**



**(To be submitted on Letter Head / emblem)  
BID SECURITY DECLARATION (IN LEIU OF EARNEST MONEY DEPOSIT)  
(FOR MSE'S, STARTUPS AND CPSEs)**

Ref: Tender No \_\_\_\_\_

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

Sub: Tender title \_\_\_\_\_

I, Shri \_\_\_\_\_ of M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ in my capacity as \_\_\_\_\_ (Role of the Bidder - Proprietor / Partner / Director etc.) and being authorized for the purpose, declares on the behalf of the Bidder as under:

- 1) That M/s. \_\_\_\_\_ are participating in the subject tender and have submitted our bid in response to the same.
- 2) That we understand that in compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin (Part-I) dated: 19.11.2020 issued by Department of Public Enterprises, the Owner has decided not to ask for furnishing of Earnest Money Deposit (EMD) in the form of Bid Security till the operation of the said Office Memorandum.
- 3) That in lieu of not furnishing the EMD, we hereby declare that:
  - a) We will display our commitment to abide by our bid during the tender evaluation process and will not withdraw or modify it or impair or derogate from it in any respect during its validity period i.e., \_\_\_ number of days from the date of opening of the Unpriced Bid as sought in the Notice inviting Tender.
  - b) We will comply with all formalities of signing of the contract / agreement / purchase order and submit performance security within time stipulated in the tender document.
  - c) On our failure to ensure (a) and (b) above, PMHBL being the Owner shall be entitled to put us under suspension for its future tenders or ban/blacklist us for a specified period as per its policy. The discretion and decision of PMHBL in this regard will be final.
  - d) We will comply with all other formalities which PMHBL will communicate to us during the bid Validity period.
- 4) The executant and signatory of this Declaration is authorized by the bidder and the bidder undertakes to comply and abide by the above declaration.

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

Signature \_\_\_\_\_  
Stamp / Seal \_\_\_\_\_



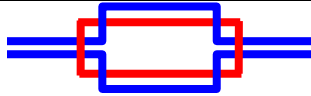
**PROFORMA BANK GUARANTEE  
(Performance)  
(On non-judicial paper of appropriate value)**

TO,  
PETRONET MHB LTD.,  
CORPORATE MILLER,  
2ND FLOOR, BLOCK-B, 332/1,  
THIMMAIAH ROAD, VASANTH NAGAR,  
BANGALORE - 560 052.

Dear Sir,

In consideration of the Petronet MHB Ltd., (Herein after called "The Owner/Purchaser" which expression shall include its successors and assigns) having awarded to M/s. (Name) \_\_\_\_\_ Constitution \_\_\_\_\_ (address) \_\_\_\_\_ (Hereinafter referred to as "the Bidder" which expression shall wherever the subject or context so permits include its successors and assigns) a contract in terms inter alia, of the Owner/Purchaser's letter No. \_\_\_\_\_ dated \_\_\_\_\_ and the General Purchase Conditions of the Owner/Purchaser and upon the condition of Bidder are furnishing security for the performance of the Bidders obligations and discharge of the Bidder's liability under and / or in connection with the said contract up to a sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only) Amounting to 10% (Ten percent) of the total contract value. We (name \_\_\_\_\_ (constitution) \_\_\_\_\_ (hereinafter) called "the Bank" which expression shall include its successors and assign) hereby jointly and severally undertake and guarantee to payment to the Owner/Purchaser in Rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by the Bidder to the Owner/Purchaser under, in respect or in connection with the said contract inclusive of all the Owner/Purchaser losses and damages and costs, (inclusive between attorney and clients, charges and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by the Owner/Purchaser to the Bank with reference to this Guarantee up to an aggregated limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) AND the bank hereby agrees with Owner/Purchaser that:

- (i) This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Owner/Purchaser and liabilities of the Bidder arising upto and until mid-night of -----
- (ii) This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Owner/Purchaser may now or at any time anywise have in relation to the Bidder's obligation/liabilities under and/or in connection with the said contract, and the Owner/Purchaser shall have full authority to take recourse to or reinforce this security in preference to the other security (i.es) at its sole discretion, and no failure on the part of the Owner/Purchaser in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
- (iii) The Owner/Purchaser shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Bidder's obligations and / or liabilities under or in connection with the said contract and to vary the terms vis-à-vis the Bidders of the said contract or to grant time and / or indulgence to the Bidder or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebears whatsoever shall have the effect of releasing the Bank from its full liability to the Owner/Purchaser hereunder or of prejudicing rights of the



Owner/Purchaser against the Bank.

(iv) This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Bidder but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to Owner/Purchaser in terms thereof.

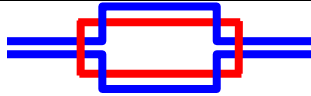
(v) This Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Bidder (whether or not pending before any Arbitrator Office, Tribunal or Courts) or any denial of liability by the bidder or any other communication whatsoever by the bidder stopping or preventing or purporting to stop or prevent any payment by the Bank to the Owner/Purchaser in terms hereof.

(vi) The amount stated in any notice of demand addressed by the Owner/Purchaser to the Guarantor as liable to be paid to the Owner/Purchaser by the bidder or as suffered or incurred the Owner/Purchaser on account of any losses or damages or costs, charges and/or expenses shall be as between the Bank and the Owner/Purchaser be conclusive of the amount so liable to be paid to Owner/Purchaser or suffered or incurred by the Owner/Purchaser as the case may be and payable by the Guarantor to Owner/Purchaser in terms hereof.

(vii) Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.\_\_\_\_ (Rupees\_\_\_\_) in aggregate and will remain in force till the\_\_\_\_ day of 20\_\_\_\_ unless a claim or demand in writing is made against us under the guarantee before the expiry of 3 months from the aforesaid date, that is before the \_\_\_\_day of 20\_\_all your rights under said aggregate shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Yours faithfully,

Dated the\_\_\_\_day of 20



**Procedure to submit the BG - (for the information of the vendor)**

BG should be strictly as per the format given in the tender document. Vendor should request their BG issuing bank to send the SFMS to our bank. Bank details are as under:

Beneficiary Name	Petronet MHB Limited
Bank Name	HDFC Bank
Branch	Infantry Road Branch
Account No.	50200028736483
Code	HDFC0001268

As per CVC (Central Vigilance Commission) guidelines, the original BG should be **directly sent to PMHBL by the BG issuing bank with a copy of SFMS through registered post / courier**. In case of BG is sent by the supplier, such BG will not be accepted till such time the BG issuing bank directly send to PMHBL, a copy of BG duly attested by the bank. **Hence, it is advised to the supplier to arrange to send the BG through their BG issuing bank only to enable us to speed up processing of the BG.**

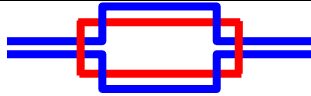
BG will be accepted and accounted only after getting the SFMS confirmation from our bank i.e. Union Bank of India.

Each page of the BG including stamp paper should have page number like 1 of 3, 2 of 3 so on. Each page should have BG number.

Number of pages in the BG should be clearly mentioned in the forwarding letter of the Bank.

Above same procedure is applicable in case of amendment of BG also.

**(Note: Communication details to be filled by the Bank for correspondence)**



## Annexure-VI

### **SCOPE OF WORK:**

The scope of work includes Supply of Resistance Temperature Detectors (RTDs) for PMHBL Neriya station as per specification and drawing attached below.

#### **Technical Specifications**

#### **I. RTD with Flameproof Enclosure and Nipple-Union-Nipple Assembly Sheath Length: 320 mm**

##### **1. General**

- **Item Description:** RTD with Flameproof Enclosure and Nipple-Union-Nipple Assembly
- **Make:** ALTOP
- **Series:** ART 1003-E

##### **2. Flameproof Head (Enclosure)**

- **Material:** Die Cast Aluminum Alloy LM-6
- **Type:** Flameproof cum Weatherproof
- **Protection Class:** IP-67
- **Hazardous Area Classification:** Ex d IIB T6 Gb (Zone 1 & Zone 2)
- **Standard Compliance:** IS/IEC 60079-1: 2014
- **Finish:** Painted with Dark Admiralty Grey (Shade 632 as per IS:5)
- **Construction Features:**
  - o Screwed cover
  - o Stainless steel chain
  - o Gasket provided
- **Approval:** CCOE / CIMFR

##### **3. Cable & Instrument Entry**

- **Instrument Entry:** 1/2" NPT (Female)
- **Cable Entry Size:** 1/2" NPT (Female)
- **Number of Cable Entries:** 2 Nos.

##### **4. Lag Extension (Nipple-Union-Nipple Assembly)**

###### **4.1 Nipple**

- **Material:** SS 316
- **Length:** 50 mm each
- **Thread Size:** 1/2" NPT (Male)
- **Quantity:** 2 Nos.

###### **4.2 Union**

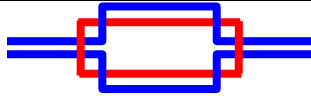
- **Size:** 1/2"
- **Material:** SS 316

###### **4.3 Total Lag Extension Length**

- **Overall Length:** 150 mm

##### **5. RTD Sensor Details**

- **Type:** Pt-100
- **Number of Elements:** Duplex



- **Wiring System:** 3 Wire
- **Temperature Range:** 0°C to 350°C
- **Insulation:** Mineral Insulated (Compact MgO)
- **Accuracy:** As per IEC 60751 Class A

#### 6. Sheath Details

- **Material:** SS 316
- **Diameter:** 5 mm OD
- **Tip Size:** 6 mm OD × 60 mm Length
- **Insertion Length:** 320 mm (below head)
  - o 150 mm (Lag Extension)
  - o 170 mm (Probe Length)

#### 7. Terminal Block

- **Material:** Nickel plated brass terminals
- **Mounting:**
  - o Steatite grade ceramic block
  - o Spring-loaded screw type
  - o Fixed on stainless steel base

#### 8. Documentation

- **Certification:** Calibration Certificate to be provided

### II. RTD WITH FLAMEPROOF ENCLOSURE AND NIPPLE-UNION-NIPPLE, Sheath Length: 490 mm

#### 1. General

- **Item Description:** RTD with Flameproof Enclosure and Nipple-Union-Nipple Assembly
- **Make:** ALTOP
- **Series:** ART 1003-E

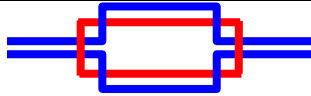
#### 2. Flameproof Head (Enclosure)

- **Material:** Die Cast Aluminum Alloy LM-6
- **Type:** Flameproof cum Weatherproof
- **Protection Class:** IP-67
- **Hazardous Area Classification:** Ex d IIB T6 Gb (Zone 1 & Zone 2)
- **Standard Compliance:** IS/IEC 60079-1: 2014
- **Finish:** Painted with Dark Admiralty Grey (Shade 632 as per IS:5)
- **Construction Features:**
  - o Screwed cover
  - o Stainless steel chain
  - o Gasket provided
- **Approval:** CCOE / CIMFR Approved
- **Instrument Entry :** 1/2" NPT (F)
- **Cable Entry :** 1/2" NPT (F)
- **No. of Cable Entry :** 02 Nos.

#### 3. LAG EXTENSION : NIPPLE-UNION-NIPPLE

##### Nipple :

- **Material :** SS 316
- **Length :** 50 mm
- **Thread Size :** 1/2" NPT (M)



- Quantity : 2 Nos.

**Union :**

- Size : 1/2"
- Material : SS 316

**Total Lag Extension Length : 150 mm**

**4. RTD Sensor Details**

- **Type:** Pt-100
- **Number of Elements:** Duplex
- **Wiring System:** 3 Wire
- **Temperature Range:** 0°C to 350°C
- **Insulation:** Mineral Insulated (Compact MgO)
- **Accuracy:** As per IEC 60751 Class A

**Sheath Details :**

- Material : SS 316
- Diameter : 06 mm
- Length : 490 mm (346 + 150 mm) below Head

**5. Terminal Block**

- **Material:** Nickel plated brass terminals
- **Mounting:**
  - o Steatite grade ceramic block
  - o Spring-loaded screw type
  - o Fixed on stainless steel base

**6. Documentation**

- **Certification:** Calibration Certificate to be provided

**III. BAR STOCK DRILLED SCREW THERMOWELL FROM HEX BAR (STRAIGHT TYPE)**

**MAKE :** ALTOP

**SERIES :** ATW 1001-A

**Construction :** Screwed, Bar Stock Straight.

**Design :** As per ASME PTC - 19.3

**Hex Bar Size :** 32mm

**Constructional Material :** SS 316

**Instrument Connection :** 1/2" NPT (F)

**Process Connection :** 3/4" NPT (M)

**Thermowell O. D :** 16mm

**Thermowell I.D (d) :** 07mm

**Immersion Length (U) :** 100mm

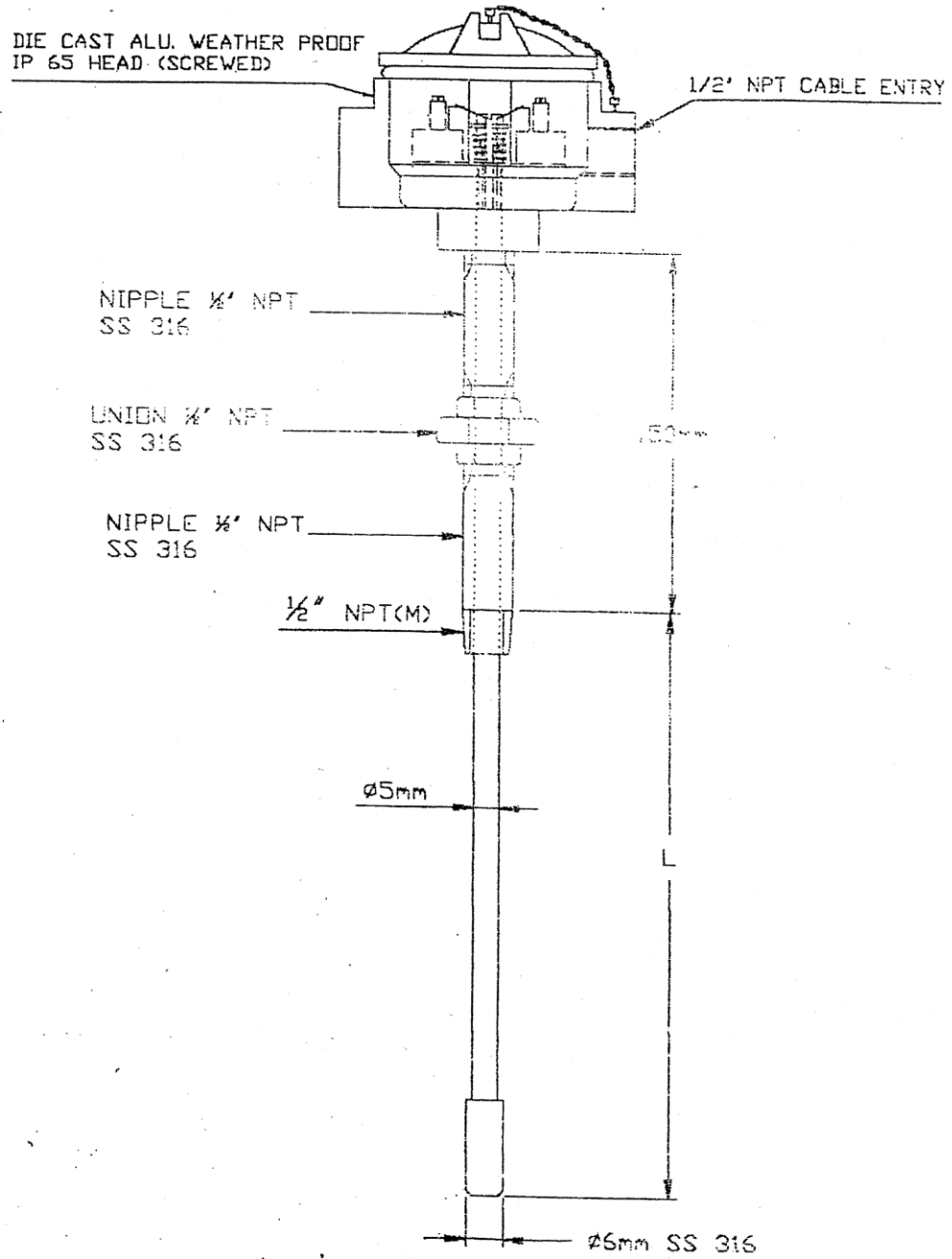
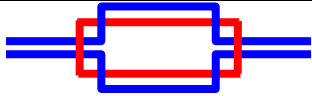
**Extension Length (T) :** 70mm

**Total Length (A) :** 170mm

**Tip Thickness :** 04mm

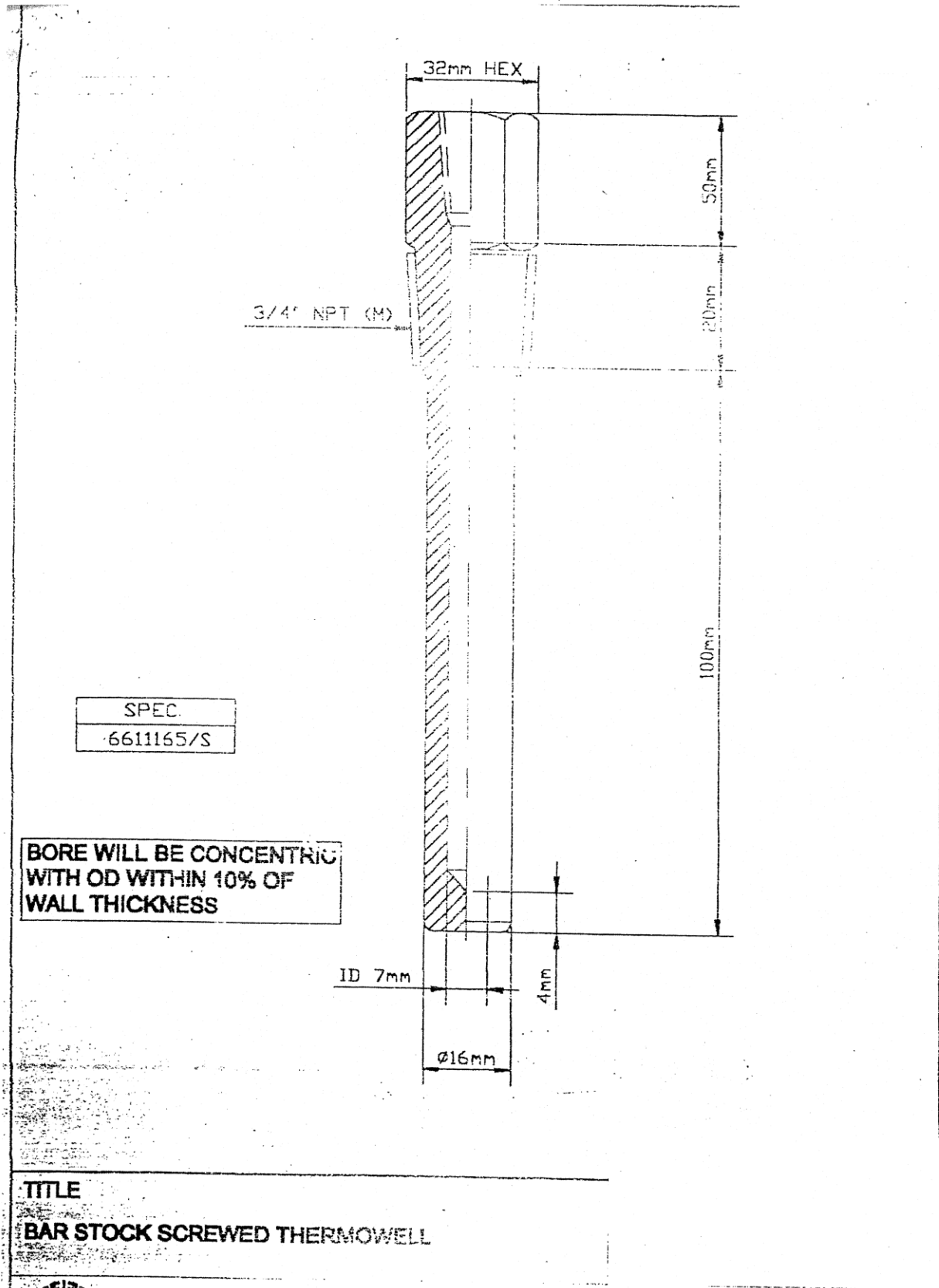
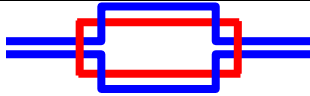
**Bore Concentricity :** Within 10% of wall thickness.

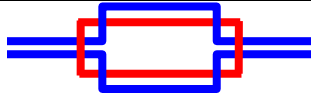
**Test Pressure :** 100 Kg/Cm. Sq.



TITLE

RTD SENSOR ASSEMBLY





## **SPECIAL TERMS & CONDITIONS:**

### **CONSIDERATION FOR THE PURCHASE ORDER:**

The bidder shall quote for all the items in Schedule of rates (SOR)/BOQ/ Price breakup, agreeing to carrying out the work as per the bid without any deviations. If the bidder does not quote for any of the BOQ/ Price breakup line items, the bid shall be liable to be rejected. The purchase order may be placed on overall lowest bidder, absolutely at the sole discretion of PMHBL (Petronet MHB limited).

### **FIRM PRICE:**

The price quoted by the contractor shall remain firm till completion of contract, in all respect and no escalation in price on any account shall be admissible to the contractor.

### **SUPPLY, INSTALLATION, PACKING, FORWARDING & FREIGHT CHARGE:**

All the materials must be packed in appropriate method of packaging to protect the integrity of the product and to be sent to the consignee address mentioned below on door delivery basis. The charges for the same will be in the scope of the vendor and there will be no separate invoice or payment for packing forwarding, freight and transit insurance.

### **CONTRACT PERIOD (DELIVERY PERIOD)**

The Delivery is the essence of the contract

The material shall be supplied on Door Delivery Basis at the Consignee Addresses within **60 days** from the date of issue of Purchase Order.

### **TERMS OF PAYMENT:**

No Advance shall be paid whatsoever.

100% Payment will be made within 15 days from the date of receipt and acceptance of material at sites with full taxes against receipt of dispatch documents and warranty certificate (consisting Tax Invoice, Warranty certificate) at PMHBL Station.

### **LIQUIDATED DAMAGES:**

In case of any delay in completion of the work beyond the time schedule for completion, the Owner shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The Owner shall also have the right to cancel the order, either in part or in full.

### **RETENTION MONEY:**

10% of the bill value shall be deducted from your Bills against Retention money which shall be refunded after completion of warranty/guarantee period.

### **PERFORMANCE BANK GUARANTEE (PBG):**

Proforma of Performance Bank Guarantee is attached with this bid document as Annexure – V.

Vendor shall furnish Performance Bank Guarantee in the enclosed format for the amount equivalent to 10% of Executed order value, inclusive of all taxes against retention money. The PBG drawn on scheduled - Bank shall be submitted to PMHBL valid for a period of 12 months (**WARRANTY/GUARANTEE PERIOD**) plus 03 months claim period.

In the event of PBG is not received along with the first bill, 10% of bill shall be withheld and released on submission of PBG or after 15 months upon successful completion of warranty / guarantee period.



**WARRANTY/GUARANTEE PERIOD:**

The Vendor shall guarantee that the material supplied shall comply fully with the specifications laid down, for material and performance after acceptance of the material for the period of 12 months. If any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty design or workmanship, the vendor shall remedy/replace such defective items at his own cost. PMHBL shall not bear any cost in form of taxes/duties / any other charges etc. for such repairs/replacements in total or part there off.

**EQUIPMENT MANUALS:**

Calibration certificates and test certificates shall be submitted along with Materials. All Equipment manuals to be supplied along with the equipment have to provide clear instruction regarding operation and maintenance. The vendor shall supply the hard and soft copy of Operation and Maintenance manual in duplicate. All necessary literature giving complete technical details shall be provided. Vendor should also provide the test certificates given by manufacturer.

**CONSIGNEE ADDRESS:**

**Petronet MHB Ltd. (Neriya Intermediate Pumping Station)**

Mr. Lokesh Sanil - Station Incharge

Neriya Pumping Station,

Village Neriya, Taluk Belthangady,

Dakshina Kannada District-574228

Ph No: 098864 03208

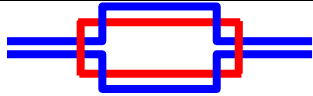
E-Mail: [ee.ner@petronetmhbl.com](mailto:ee.ner@petronetmhbl.com)

**INVOICING:**

Invoice with details of the material supplied / work executed. Taxes, Invoice No, PO No. and the amount invoiced along with bank details to be sent to Engineer-in-Charge at PMHBL Station after execution of entire scope of work as described in this order.

All documents like Manuals, Warranty Certificate, performance guarantee, tax invoice and any other related documents shall be submitted to consignee address only for release of payment.

Note: Bidders are requested to note that if there are any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Tender (such as General Terms & Conditions, General Purchase conditions etc.), then terms/conditions given under Special Terms & Conditions will prevail.



## Annexure-VII

### **GENERAL CONDITIONS OF CONTRACT FOR INDIGENOUS MATERIALS**

#### **1. DEFINITIONS:**

The following expressions used in the Purchase Order shall have meaning indicated against each of these:

The OWNER/PURCHASER means Petronet MHB Ltd., an Owner/Purchaser incorporated in India having its registered office at Corporate Miller, 2nd Floor, Block-B, 332/1, Thimmaiah Road, Vasanth Nagar, Bangalore-52, and shall include its successors and assignees.

“Goods/Materials”: Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data & other property & all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.

“Vendor/Supplier” Vendor/Supplier shall mean the person, firm or Owner/Purchaser to whom this purchase Order is issued.

“Contractual Delivery Date”: Contractual Delivery date is the date on which goods shall be delivered F.O.R./F.O.T. Dispatching Point/destination in accordance with the terms of the Purchase Order. This contractual delivery date/period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for effecting the delivery at the agreed delivery point.

“Inspectors”: Inspectors deputed by Owner/Purchaser

“Total Order Value” shall be constructed to include only basic order value, exclusive of taxes/freight etc, for the purpose of calculation of:

- a) Price reduction on account of delay
- b) Performance bank Guarantee Amount
- c) Payment of advance, if any to be made.

#### **2. REFERENCES FOR DOCUMENTATION:**

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

#### **3. CONFIRMATION OF ORDER:**

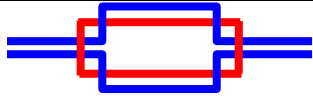
The Vendor/Supplier shall acknowledge the receipt of the Purchase Order within one week following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgement will bear on both purchase order and General Purchase Conditions.

#### **4. SALES CONDITIONS:**

With Vendor/Supplier’s acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

#### **5. COMPLETE AGREEMENT:**

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Owner/Purchaser and the Vendor/Supplier.



#### **6. INSPECTION-CHECKING-TESTING:**

The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or dispatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop and at the time of actual dispatch before and after completion of packing.

All tests, mechanical and others and particularly those required by codes will be performed at the Vendor/Supplier's expenses and in accordance with Inspector's instructions. The Vendor/Supplier will also bear the expenses concerning preparation and rendering of tests required by any other reputed inspection agencies as may be nominated by the Owner/Purchaser.

The salaries and fees of Inspectors and their traveling, lodging and boarding expenses will not be borne by the Vendor/Supplier unless Inspection becomes in fructuous due to any omission or commission on the part of the Vendor/Supplier. Before shipping of dispatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

The Vendor/Supplier shall inform Owner/Purchaser at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.

The Vendor/Supplier shall provide free access to inspectors during normal working hours to Vendor/Supplier's or his/its sub-Vendor/Supplier's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.

Even if the Inspections and tests are fully carried out, Vendor/Supplier would not be absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in the clause thereof.

The Vendor/Supplier's responsibility will not be lessened to any degree due to any comments made by Owner/Purchaser's representative and Inspectors or by Inspectors witnessing any chemical or physical tests.

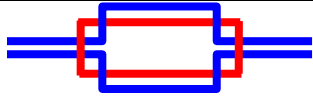
In any case, the materials must be in strict accordance with the Purchase order and / or its attachments falling which the Owner/Purchaser shall have the right to reject the goods and hold the Vendor/Supplier liable for non-performance of contract.

#### **7. OFFICIAL INSTITUTIONAL TESTING:**

In addition to testing and inspection by Inspectors mentioned above nominated agencies or similar institutional agencies may be assigned for official testing of all coded equipment / Materials. The Vendor/Supplier shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.

#### **8. EXPEDITING:**

Owner/Purchasers representative have been assigned to expedite both manufacture and shipment of equipment and materials covered by the Purchase Order. The Owner/Purchasers representative shall have free access to Vendor/Supplier's shop and/or sub suppliers' shop at any time and they shall be provided all the necessary assistance and information to help them perform their job.



In order to facilitate over-all execution of the order within the contractual delivery date, Vendor/Supplier shall furnish to Owner/Purchasers representative immediately receipt of Purchase Order the required number of copies of documents such as, but not limited to, schedules/pert charts. The Owner/Purchaser's representative may call for un-priced copies of sub orders/sub-contracts, phased programme of item wise manufacturing, testing and delivery and any other information/documentation as. All post order correspondence shall be addressed to Owner/Purchaser.

**9. WEIGHTS AND MEASUREMENTS:**

All weights and measurements recorded by Owner/Purchaser's representative on receipt of goods at site will be treated as final.

Vendor/Supplier's shipping documents and invoices must contain the following data:

- I) Unit net weight
- II) Unit gross weight (packing included)
- III) Dimensions of packing

**10. DESPATCH INSTRUCTIONS:**

Unless otherwise specifically advised in writing, goods shall not be dispatched without prior inspection, testing and Release Order/Materials Acceptance Certificates issued by Inspectors.

Specified Materials are to be dispatched to the consignee address given in the purchase order

Owner/Purchasers representative reserve the right to advise any change in dispatching point/destination and / or mode of transport, as may be required. The Owner/Purchaser will reimburse any extra expenditure on this account supported by documentary evidence.

**11. PACKING AND MARKING:**

All materials shall be packed with care and the packages shall bear the words: "WITH CARE" both in English and Hindi.

The Vendor/Supplier shall be held liable for all damages or breakage to the goods due to defective or insufficient packing as well as for corrosion due to insufficient protections.

On three sides of the packages the following marks shall appear clearly visible and in indelible paint and at Vendor/Supplier's care and expenses:

From –

For  
Petronet MHB Limited,

Destination:

Order No.

Rev. No.

Item

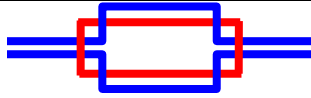
Net Weight

Case No.

Of total cases

Dimensions.

For every order and every shipment, package must be marked with serial progressive numbering.



**12. SHIPMENT AND SHIPMENT NOTICES:**

The Vendor/Supplier shall make shipment only after prior approval by inspectors whenever specifically mentioned. In the event of the Vendor/Supplier having been advised to hold shipments(s) for any reason whatsoever the Vendor/Supplier shall hold the materials in his/its warehouse for at least 30 days without any compensation: or without prejudice to any reduction in price already accrued on account of delay.

Immediately after shipment, Vendor/Supplier shall inform dispatch particulars to Owner/Purchaser as hereunder:

1 One Copy of dispatch advice to Engineering Executive, Petronet MHB Limited, Corporate Miller, 2nd Floor, Block-B, 332/1, Thimmaiah Road, Vasanth Nagar, Bangalore – 560052

2. One Copy of dispatch advice to consignee address.

The Vendor/Supplier shall carefully note the destination of materials. The demurrage or other expenses incurred owing to any negligence, delay, and default on the part of the Vendor/Supplier will be to Vendor/Supplier's account.

**13. CONTROL REGULATIONS:**

The Vendor/Supplier in strict conformity shall arrange the supply, dispatch and delivery of goods with the statutory regulations including provisions of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Owner/Purchaser disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

**14. RESPECTS FOR DELIVERY DATES:**

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Owner/Purchaser, Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. The Owner/Purchaser reserves the right to defer the period of delivery in writing.

**15. DELAYED DELIVERY & DAMAGES:**

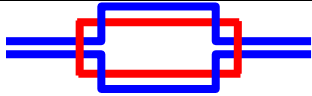
The time and date of delivery of stores/materials/equipment as stipulated in the order shall be deemed to be the essence of contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order of any extension sanctioned, the Owner/Purchaser may at his option either:

i) Accept delayed delivery at prices reduced by a sum equivalent to 0.50% percent of the value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% (Five) of total order value and without any increase in taxes due to reasons not attributable to Owner/Purchaser.

OR

ii) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of Vendor/Supplier, without prejudice to its rights under (i) above in respect of goods delivered.

In case of delay, if Vendor/Supplier wishes to submit any justification, the same may be submitted within four weeks of dispatch of last item. The Owner/Purchaser thereafter will entertain no claim.



**16. DELAYS DUE TO FORCE MAJEURE:**

In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner/Purchaser on receipt of application from the Vendor/Supplier without imposition of damages for Delay. Only those causes, which depend on natural calamities, civil wars and national strikes that have duration of more than seven consecutive calendar days, are considered the causes of force majeure. Causes like strikes/lockouts at Vendor/Supplier's works for more than ten consecutive days and Government Act such as major power cuts for a consecutive minimum period of 30 days and other direct legislative enforcements shall also constitute Force Majeure.

The Vendor/Supplier must advise the Owner/Purchaser by Registered letter duly certified by local chamber of Commerce or statutory authorities, the beginning and the end of the cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force Majeure condition as defined above.

**17. REJECTION, REMOVAL OR REJECTED GOODS AND REPLACEMENT:**

In case the testing and inspection at any stage by Inspectors reveal the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor/Supplier at his its own expense and risk within the time allowed by the Owner/Purchaser. The Owner/Purchaser shall be at liberty to dispose of such rejected goods in such manner as may be appropriate. In the event the Vendor/Supplier fails to remove the rejected goods within the period as aforesaid the Owner/Purchaser shall dispose of the goods in such manner as it may think fit & all expenses incurred by the Owner/Purchaser for such disposal shall be to the account of the Vendor/Supplier. The freight paid by the Owner/Purchaser; if the Vendor/Supplier shall reimburse any on the inwards journey of the rejected materials to the Owner/Purchaser before the Vendor/Supplier removes the rejected materials.

The Vendor/Supplier will have to proceed with the replacement of that materials or part of materials without claiming any extra payment if so required by the Owner/Purchaser. The time taken for replacement in such event will not be added to the contractual delivery period.

**18. TRANSFER OF PROPERTY FROM THE VENDOR/SUPPLIER TO THE OWNER / PURCHASER:**

The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained.

F.O.R or F.O.T dispatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Owner/Purchaser.

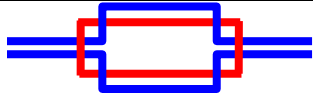
F.O.R destination station: On taking delivery from the transporters at the destination station.

**19. PRICE:**

Unless otherwise agreed to in the terms of the Purchase Order, the price shall be:

(a) Firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

(b) Inclusive of adequate road/rail worthy packing and forwarding charges, transportation charges and insurance coverage



**20. TERMS OF PAYMENT:**

Payment against invoice shall be made on receipt of materials at site against submission of following documents along with Bill/Invoice:

- I) Delivery Challan / Lorry Receipt
- II) Manufacturer's Test certificate
- III) Third party Inspection / Clearance report
- IV) Manufacturer's Guarantee Certificate
- V) Performance Bank Guarantee for 10% Basic Order Value
- VI) Any other document specified in the Purchase Order

The financial settlement of Vendor/Supplier's Invoice is liable to be with field in the event the Vendor/Supplier has not complied with submission of drawing, data and such documentation as called for in Purchase Order and/or as required otherwise.

**21. PAYMENT:**

Vendor/Supplier is to dispatch the consignment and send the document to consignee address with a copy to this office. Payments will be cleared 30 days after receipt and acceptance of material

**22. RECOVERY OF SUMS DUE:**

Whenever any claim against the Vendor/Supplier for payment of a sum of money arises out of or under the contract, the Owner/Purchaser shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor/Supplier under this or any other contract with the Owner/Purchaser and should this sum be not sufficient to cover the recoverable amount, the Vendor/Supplier shall pay to the Owner/Purchaser on demand the balance remaining due.

**23. CHANGES:**

The Owner/Purchaser has the option at any time to make changes in quantities ordered or in specification. If such changes cause an increase or decrease in the price or in the time required for supply, and equitable adjustment under this provision must be finalized within 10 days from the date when change is ordered.

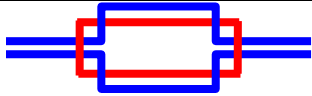
**24. CANCELLATION:**

The Owner/Purchaser reserves the right to cancel this Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Vendor/Supplier if,

- (i) The Vendor/Supplier fails to comply with the terms of the Purchase Order
- (ii) The Vendor/Supplier fails to deliver the goods on time and or replace the rejected goods promptly
- (iii) The Vendor/Supplier becomes bankrupt or goes into liquidation.
- (iv) The Vendor/Supplier makes a general assignment for the benefit of creditors
- (v) A receiver is appointed for any of the property owned by the Vendor/Supplier.

Upon receipt of the said cancellation notice, the Vendor/Supplier shall discontinue all work on the Purchase Order and matters connected with it.

The Owner/Purchaser in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor/Supplier's agreed price, if any, from the Vendor/Supplier, reserving to itself the right to forfeit the security deposit, if any made by the Vendor/Supplier against the contract.



The Vendor/Supplier is aware that the Owner/Purchaser requires the said goods for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the Owner/Purchaser. In the event of the Owner/Purchaser exercising the option to claim damages for none delivery other than by way of difference between the market price and the contract price, the Vendor/Supplier shall pay to the Owner/Purchaser the fair compensation to be agreed upon between the Owner/Purchaser and the Vendor/Supplier.

**25. PATENTS AND ROYALTIES:**

On acceptance of this order, the Vendor/Supplier will be deemed to have entirely indemnified the Owner/Purchaser from any legal action or claims regarding compensation for breach of any patent rights.

**26. PERFORMANCE GUARANTEE:**

The Vendor/Supplier shall guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects.

Checking of Vendor/Supplier's-drawings by Owner/Purchaser and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Vendor/Supplier of any part of his/its responsibilities of proper fulfilment of the requirements. The Vendor/Supplier will guarantee that all materials and equipment shall be repaired or replaced as the case may be at his own expenses in case the same have been found to be defective in respect of materials, workmanship or smooth and rated operation within a period of 12 months from the date of commissioning or 18 months from the date of supply.

The Vendor/Supplier shall furnish a single bank guarantee (as per proforma hereunder) to support Vendor/Supplier's performance along with documents for the first consignment. This bank guarantee shall remain in force for the entire period covered by the performance guarantee.

**27. NON-WAIVER:**

Failure of the Owner/Purchaser to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor/Supplier in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor/Supplier and shall not be deemed a waiver of any right of the Owner/Purchaser to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Owner/Purchasers act a waiver of the terms hereof.

**28. NON-ASSIGNMENT:**

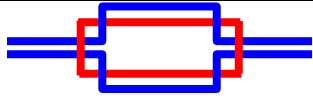
The Vendor/Supplier shall not assign the Purchase Order to any other agency without obtaining prior written consent of Owner/Purchaser.

**29. PART ORDER/REPEAT ORDER:**

Vendor/Supplier hereby agrees to accept part orders at Owner/Purchaser's option without any limitation whatsoever and also accept repeat order during a period of one year after placement of purchase order at the same unit prices, terms and conditions.

**30. VENDOR/SUPPLIER'S DRAWINGS AND DATA REQUIREMENT:**

The Vendor/Supplier shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and/or in Vendor/Supplier drawings and data form attached to the Purchase Order as called for in clause.8 viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase order shall not be deemed to



have been executed for all purposes including settlement of payment since the said submission in an integral part of Purchase Order execution.

**31. ARBITRATION:**

Disputes or differences arising out of or in relation to agreement / contract shall be referred to the Managing Director of the Owner/Purchaser who may either act himself as Sole Arbitrator or nominate some officer of the Owner/Purchaser to act as an Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the contract expressed to be final and binding).

The contractor shall not be entitled to raise any objection to the appointment of such officer of the Owner/Purchaser as the sole arbitrator on the ground that the said officer is an officer of the Owner/Purchaser or that he / she has to deal or dealt with the matter to which the contract relates or that in the course of duties as an officer of the Owner/Purchaser he / she has / had expressed views on all or any of the matters in dispute or difference.

In the event of the arbitrator to whom the matter is originally referred to, is transferred or vacates office, the Managing Director, aforesaid, shall nominate another officer of the Owner/Purchaser to act as arbitrator.

Such officer nominated as Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which the predecessor left it. If is the term of this contract that no person other than the Managing Director or a person nominated by Managing Director of the Owner/Purchaser shall act as Arbitrator.

The award of the arbitrator shall be final, conclusive and binding on all the parties to the agreement subject to the provisions of the Arbitration and conciliation Act, 1996 and the rules made there under for the time being in force.

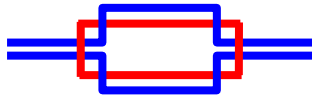
The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.

The arbitrator shall be at liberty to appoint, if found necessary any accountant or engineering or other person to assist him / her and to act by the opinion so taken.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claims or cross claims of the parties.

The arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the parties hereby agree that the courts in the city of Bangalore alone shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Bangalore only.



**SPECIAL TENDER TERMS AND CONDITIONS FOR BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:**

I. 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. The Competent authority for the purpose of registration under this shall be the registration committee constituted by the department for promotion of industry and internal trade(DPIIT)

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- 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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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, has a controlling ownership interest or who exercise control through other means.

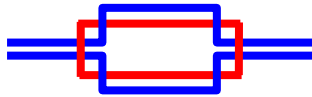
Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint 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;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. 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.

#### Model Certificate for Tenders

"I ..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

#### Model Certificate for Tenders for Works involving possibility of sub-contracting

"I ..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"