



VADODARA GAS LIMITED



**DOCUMENT FOR EMPANELMENT
FOR**

**LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW
DOMESTIC/ COMMERCIAL/ INDUSTRIAL PNG
CONNECTIONS**

REF. NO. VGL/CO/C&P-PNG/MDPE Laying/EOI/2026-27/002

EOI Published Date: 03/06/2026

EOI Response Submission End Date till 23/06/2026



VADODARA GAS LIMITED

INDEX

Sl. No.	Title	Section No.
1	Notice for empanelment of contractor	I
2	Instructions to contractors	II
3	Documents to be submitted for empanelment	III
4	Bidder Eligibility Criteria	IV
5	Instructions to Vendor/Contractors	V
6	Forms & Formats	VI



VADODARA GAS LIMITED

SECTION-I

NOTICE FOR EMPANELMENT OF CONTRACTORS/ VENDORS



VADODARA GAS LIMITED

INFORMATION FOR VENDORS / CONTRACTORS:

1. Vadodara Gas Limited is presently expanding City Gas Distribution Networks to supply Natural Gas to Domestic, Commercial, Industrial and Automobile consumers in the Geographical Area (GA) of Vadodara & Chhota Udepur.
2. To achieve the growth plan and to cater to the ever-increasing customer base, Vadodara Gas Limited intends to empanel sound, capable and competent contractors having good track record for carrying out the following work in its area of operation.
 - **LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/ COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
3. Vadodara Gas Limited, having its office at " Head Office, 1st Floor Riddhi Tower, Near Manisha Circle, Vadodara – 390015", intends to receive applications for Empanelment of Contractors for Vadodara city.
4. Salient Features of the document for Empanelment:

(i)	Document no. & date	VGL/CO/C&P-PNG/LMC/EOI/2026-27/001
(ii)	Tender fee	Not Applicable
(iii)	Bid security / Earnest Money Deposit (EMD)	Not Applicable
(v)	Last date & time of submission of documents for empanelment	23/06/2026 upto 1700 hrs.
(vi)	Contact Details	C&P Dept. Ph. 0265-2334075/ +91 9428202283 Email – cnp@vgl.co.in & c.jadeja@vgl.co.in

5. Vendor/Contractor s are advised, in their own interest, to ensure that their documents for empanelment are submitted well before the "Due Date & Time".
6. This is an empanelment exercise. Successful empanelment by Vadodara Gas Limited is no guarantee of any award or inclusion in a particular tender.



VADODARA GAS LIMITED

SECTION-II

INSTRUCTIONS TO CONTRACTORS/ VENDORS



VADODARA GAS LIMITED

1. The empanelment shall be valid for a period of Two (02) years from the date of empanelment. However, empaneled vendors shall inform regarding any change in status regarding constitution change of firm, MII, Land Border declaration status, bankruptcy, liquidation etc. failing which necessary actions shall be taken as per extant procedure & policies.

Note: Any Corrigendum/Clarifications to various Notice Inviting Vendor Registration shall also be hosted on the Website (<https://www.vgl.co.in/vendors/#>). Vendors are requested to visit the above website for information regarding the same, prior to closure of empanelment date, to keep themselves updated.

2. The empanelment exercise will be done twice a year (Every 06 Months). Before expiry of normal empanelment period, all the existing empaneled Vendor/Contractor(s) are required to go for renewal for further period by submitting all necessary documents. Such application for renewal should be made at least 6 months prior to expiry of validity. Renewal of empanelment will be done based on meeting qualifying criteria and feedback on past performance. The empaneled vendors are advised to visit the Website (<https://www.vgl.co.in/vendors/#>) on regular basis to check for Notice issued for empanelment which shall be called for again for renewal action.
3. Incomplete documents or documents submitted with qualifying conditions or at variance with the terms and conditions of Document for Empanelment are liable to be rejected.
4. Contractors shall submit details after ensuring that they are meeting all the requirements. The application shall be submitted strictly as per VADODARA GAS LIMITED's format along with the required documents as given in Vendor/Contractor Qualification Criteria.

Interested contractor is required to submit the details of experience of executed work based on which they intend to empanel themselves, as mentioned above in the prescribed in this empanelment document.

5. A contractor is not permitted to seek Empanelment in more than one name, including proprietorship / partnership firms.
6. In case no response/regrets with specific reasons are received against 5 consecutive tender enquiries by VGL, it shall be presumed that the Vendor/Contractor(s) is no longer interested in business with VGL and the empanelment of such Vendor/Contractor(s) is liable to be cancelled.
7. Contractors are required to provide complete details in Vendor Empanelment Proforma at Section-IV to the satisfaction of VADODARA GAS LIMITED. Where the answer is a statement of fact, it must be accurate and supported by documentary evidence wherever required. Where it is a statement of opinion, it must be both true and reasonable.
8. Empanelment shall be for the purpose of inclusion of Vendor / Contractor's name in the Master Vendor / Contractor Data Base at VADODARA GAS LIMITED's. VADODARA GAS LIMITED reserves its right to short list Vendor / Contractors from the Date base for regular issue of inquiries.



VADODARA GAS LIMITED

9. If the contactor is unsuccessful and not empaneled, the Vendor / Contractor will be notified of the decision and informed of the reasons for non-acceptance, if requested by the Vendor / Contractor.
10. Successful empanelment by Vadodara Gas Limited is no guarantee of any award or inclusion in a particular tender.
11. Any inaccuracy in any response given in the empanelment document or failure to substantiate any response as required by VADODARA GAS LIMITED may result in failure to qualify for inclusion in the Vendor / Contractor Master Data Base. Where such information comes to the notice later, the Vendor / Contractor may be removed from the Vendor / Contractor Master Data Base.
12. It will be the responsibility of the contractor to submit / update VADODARA GAS LIMITED with relevant documents and to keep VADODARA GAS LIMITED informed of any matter that may affect the Vendor / Contractor's continued qualification and attributes. If the Vendor/ Contractor's future circumstances change so that they no longer comply with the qualification criteria for that category/group/area. Then the Vendor / Contractor should promptly inform VADODARA GAS LIMITED and VADODARA GAS LIMITED reserves the right to remove the Vendor / Contractor from the Master Data Base. VADODARA GAS LIMITED shall not bear any responsibility or risk for any suspension/cancellation or other termination of the Vendor / Contractor's qualification to be registered.
13. Rules and criteria for qualifications may be changed or added to as necessary for the qualification assessment for a particular purchase/work/project group before empanelment process the same shall be communicated through corrigendum.
14. Throughout the period of Vendor / Contractor's empanelment validity, the Vendor / Contractor shall update VADODARA GAS LIMITED the data supplied at the time of original application.
15. In case of receipt of incomplete documentation, VGL on its discretion may give opportunity to Vendor / Contractor / Contactor to complete the documents.
16. This invitation for empanelment shall remain open till 23/06/2026 upto 1700 hrs. Any applications received thereafter shall not be entertained.
17. Each document shall be signed by the person/s on behalf of the organization having necessary authority/power of attorney to do so. Each page of the application shall be signed and copy of power of attorney/memorandum of Association wherever applicable shall be furnished along with application.
18. The empanelment does not entitle the registered vendors for demanding tendering among only the empaneled vendors. VGL reserves the right to resort to Open Tendering process at any point in time.



SECTION-III

DOCUMENTS TO BE SUBMITTED FOR EMPANELMENT

Following documents are to be submitted by the prospective Vendors / Contractors for empanelment of each category of job:

- i) Documentary proof for Registration of the Firm/Co. under Indian Company Act 1956/Indian Partnership Act 1932/The Indian Factories Act 1948/or any relevant Indian Laws, whichever is applicable (For domestic companies only.)
- ii) Relevant documents pertaining to Value Added Tax Registration Number, Service Tax Registration Number, Separate PF code no., Permanent Account No. (PAN) etc. as applicable (For domestic companies only).
- iii) Audited Statement of accounts (Balance Sheet and Profit & Loss accounts) for meeting Financial Qualification Criteria
- iv) Documentary proof for meeting statutory compliance as laid down elsewhere in the document.
- v) Documents in support of meeting Qualification Criteria
- vi) In case of multi-location work, details of each work location as per proforma is to be submitted.



SECTION-IV

VENDOR/CONTRACTOR ELIGIBILITY CRITERIA (BEC)

1. Technical Criteria (As A Single Vendor/Contractor):

Sl. No.	BEC (Technical)	Document(s) required to be submitted to qualify BEC (Technical)																				
1.	The bidder should have experience of completion / execution of PE Laying along with pipeline commissioning for PNG Connection Activities till Last Mile Connectivity of CGD Network for a PNGRB Authorized CGD Company (ies) having appropriate value with successfully laid & commissioned MDPE Pipe (Cumulative of 32 mm, 63 mm & 90 mm) in previous 7 years to be reckoned from the EOI closing date.	In Support of BEC, Vendor/Contractor must submit, copy(s) of Work Order/ Contract including detailed scope of work/ Schedule of rates for qty. along with its completion/ execution certificate from the end user, duly certified by the Chartered Engineer and Notary Public with legible stamp along with the EOI.																				
2	<table border="1"> <thead> <tr> <th rowspan="2">Category</th> <th colspan="3">Executed Value</th> </tr> <tr> <th>03 Nos. of Complete Work Order with Execute Value</th> <th>02 Nos. of Complete Work Order with Execute Value</th> <th>01 No. of Complete Work Order with Execute Value</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>25.00 Lakh</td> <td>30.00 Lakh</td> <td>50.00 Lakh</td> </tr> <tr> <td>B</td> <td>1.25 Cr.</td> <td>1.50 Cr.</td> <td>2.50 Cr.</td> </tr> <tr> <td>C</td> <td>2.50 Cr.</td> <td>3.00 Cr.</td> <td>5.00 Cr.</td> </tr> </tbody> </table>			Category	Executed Value			03 Nos. of Complete Work Order with Execute Value	02 Nos. of Complete Work Order with Execute Value	01 No. of Complete Work Order with Execute Value	A	25.00 Lakh	30.00 Lakh	50.00 Lakh	B	1.25 Cr.	1.50 Cr.	2.50 Cr.	C	2.50 Cr.	3.00 Cr.	5.00 Cr.
Category	Executed Value																					
	03 Nos. of Complete Work Order with Execute Value	02 Nos. of Complete Work Order with Execute Value	01 No. of Complete Work Order with Execute Value																			
A	25.00 Lakh	30.00 Lakh	50.00 Lakh																			
B	1.25 Cr.	1.50 Cr.	2.50 Cr.																			
C	2.50 Cr.	3.00 Cr.	5.00 Cr.																			
Note:	<p>➤ Category A* – Contract Value: Above ₹ 7 lakh and up to ₹ 1.0 crore ➤ Category B* – Contract Value: Above ₹ 1.0 crore and up to ₹ 5.0 crore ➤ Category C* – Contract Value: Above ₹ 5.0 crore</p> <p>* If Vendor/Contractor is qualified for the lesser value of above category, then the empanelment certificate to be issued for the qualified value.</p> <p><u>Illustration:</u> - Any Vendor/Contractor is qualified for value of ₹ 6.00 Cr. then Empanelment certificate to be issue for ₹ 6.00 Cr. Only.</p>																					
Note:	<p>1. A Job executed by a Vendor/Contractor for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this EOI Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Vendor/Contractor towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Vendor/Contractor to submit these documents in addition to the documents specified to meet BEC.</p> <p>2. All documents in support of Technical Criteria of BEC to be furnished by the Vendor/Contractor shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with a legible stamp.</p>																					



VADODARA GAS LIMITED

2. **Financial Criteria** (As A Single Vendor/Contractor):

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

Category	Minimum Average Annual Turnover	Net Worth	Working Capital
A	50.00 Lakh	Positive	10.00 Lakh
B	2.50 Cr.	Positive	50.00 Lakh
C	5.00 Cr.	Positive	1.00 Cr.

Note	<p>➤ Category A* – Contract Value: Above ₹ 7 lakh and up to ₹ 1.0 crore ➤ Category B* – Contract Value: Above ₹ 1.0 crore and up to ₹ 5.0 crore ➤ Category C* – Contract Value: Above ₹ 5.0 crore</p> <p>* If Vendor/Contractor is qualified for the lesser value of above category, then the empanelment certificate to be issued for the qualified value.</p> <p><u>Illustration:</u> - Any Vendor/Contractor is qualified for value of ₹ 6.00 Cr. then Empanelment certificate to be issue for ₹ 6.00 Cr. Only.</p>
-------------	---

Note:

- The 03 Preceding Financial Year shall be F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25.**
- Average Annual Turnover** – In case the tenders have the bid closing date up to 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of immediate 3 preceding financial years are not available, the Vendor/Contractor has the option to submit the audited financial results of the 3 years immediately before that. Wherever the closing date of the bid is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the Vendor/Contractor must compulsorily submit the audited financial results for the immediate 3 financial years preceding.
- Net worth and Working Capital** –In case the tenders having the EOI closing date upto 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of the immediately preceding financial year are not available, in such a case the audited financial results of the year immediately before that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the



VADODARA GAS LIMITED

closing date of the EOI is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the Vendor/Contractor must compulsorily submit the audited financial result for the immediately preceding financial year.

4. The documents such as purchase / work order completion / execution certificate, audited balance sheet etc are required to be submitted by Vendor/Contractors to establish that they meet BEC. Any other document requested specific to work/job, should be finalized after proper deliberation by the tender committee and incorporated in the tender document.
5. The Vendor/Contractors must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the Vendor/Contractor is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the Vendor/Contractor has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.
6. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. (e.g. if WO/LOA/PO submitted, so queries will be raised for submission of Execution/Completion certificate in accordance with the submitted WO/LOA/PO), No new fresh document shall be considered.
7. Experience of Vendor/Contractor acquired as a subcontractor can be accepted against submission of certificate from end user by such Vendor/Contractor along with other specified documents. However, in case, main contractor and subcontractor with such end user certificate participates against same tender and seeks qualification based on same job, then main contractor will be preferred over sub-contractor in respect of qualification and accordingly subcontractor even with end user certificate will not be considered qualified.
8. The Bids submitted by only such Vendor/Contractors who meet fully the criteria, should be taken up for detailed evaluation. No relaxation is permitted for inclusion of any Vendor/Contractor (s) who does not meet the criteria in entirety, for reasons only to increase the competition.
9. A job executed by a Vendor/Contractor for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/ Chartered Accountant of the Vendor/Contractor towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such Vendor/Contractors submit these documents in addition to the documents specified in the bidding document to meet BEC.
10. In absence of requisite documents, VGL reserves the right to reject the EOI without making any reference to the bid.



VADODARA GAS LIMITED

- In absence of requisite documents VGL reserves the right to reject the empanelment request without making any reference to the Vendor/Contractor.
- In case if any qualified / empaneled contractor submits request for upgradation of their empanelment from lower to higher category, the profile will be re-evaluated against the qualification criteria of the higher category and if found qualified, empanelment list will be upgraded.
- In case any contractor is disqualified and their company achieves the required minimum qualification requirements of this EOI in future, such contractor may resubmit their profile with the required supporting documents as and when the same are available for re-evaluation.

Note: The expression of interest along with all required supporting documents as listed above should be sent through e-mail to cnp@vgl.co.in & c.jadeja@vgl.co.in with EOI Reference no. within stipulated EOI submission date:

Vadodara Gas Limited,
Head Office, 1st Floor Riddhi Tower, Near Manisha Circle, Vadodara – 390015

In case of any queries or details/clarity required, write to us on
cnp@vgl.co.in & c.jadeja@vgl.co.in (Phone: +91 9428202283 & (0265) 2334073/74/75)



Section – V
[Instructions to Vendor/Contractors]

[A] General

1. Scope of Bid
2. Eligible Vendor/Contractors
3. Bids from Consortium/ Joint Venture
4. One Bid Per Vendor/Contractor
5. Cost of Bidding
6. Site – Visit

[B] Bidding Documents

7. Contents of Bidding Documents
8. Clarification of Bidding Documents
9. Amendment of Bidding Documents

[C] Preparation of Bids

10. Language of Bid
11. Documents Comprising the Bid
12. Schedule of Rates/ Bid Prices
13. Goods and Services Tax
14. Bid Currencies
15. Bid Validity
16. Earnest Money/ Bid Security
17. Pre-Bid Meeting
18. Format and Signing of Bid
19. Zero Deviation & Rejection Criteria
20. E-Payment

[D] Submission of Bids

21. Submission, Sealing and Marking of Bids
22. Deadline for Submission of Bids
23. Late Bids
24. Modification and Withdrawal of Bids

[E] Bid Opening and Evaluation

25. Employer's Right to Accept Any Bid and to Reject any or All Bids
26. Bid Opening
27. Confidentiality
28. Contacting the Employer
29. Examination of Bids and Determination of Responsiveness
30. Correction of Errors
31. Conversion to Single Currency for Comparison of Bids
32. Evaluation and Comparison of Bids
33. Compensation for Extended Stay
34. ~~Purchase Preference~~



VADODARA GAS LIMITED

[F] Award of Contract

35. Award
36. Notification of Award/ Fax of Acceptance [FOA]
37. Signing of Agreement
38. Contract Performance Security/ Security Deposit
39. Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices
- ~~40. Public Procurement Policy for Micro and Small Enterprise~~
41. AHR Items
42. Income Tax & Corporate Tax
43. Settlement of Disputes Between Government Department and Another and One Government Department and Public Enterprise and One Public Enterprise and Another
44. Dispute Resolution
45. Billing System
46. Transparency
47. Contractor's Subordinate Staff and Their Conduct
48. Sale of Bid Documents
49. Quantity Variation
50. Subletting & Assignment
51. Direct Payments to Sub-Vendors/ Supporting Agencies of Main Contractor
52. Check Measurement
53. Provisions for Procurement from a Vendor/Contractor which shares a Land Border with India

[G] Annexures

1. Annexure-I: Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices
2. Annexure-II: Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants
3. Annexure-III: Bidding Data Sheet (BDS)



VADODARA GAS LIMITED

Instructions to Vendor/Contractor s [ITB]

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

[A] – General

1 Scope of Bid

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

2 Eligible Vendor/Contractor s

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

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

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

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



VADODARA GAS LIMITED

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

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

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

- 2.4 Vendor/Contractor shall not be affiliated with a firm or entity:

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services form a part of or
- (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.

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

2.7 Power of Attorney:

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

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



VADODARA GAS LIMITED

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

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

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

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

4 One Bid Per Vendor/Contractor

- 4.1 A Firm/ Vendor/Contractor shall submit only ‘one [01] Bid’ in the same Bidding Process. A Vendor/Contractor who submits or participates in more than ‘one [01] Bid’ will cause all the proposals in which the Vendor/Contractor s has participated to be disqualified.
- 4.2 A Vendor/Contractor shall not have conflict of interest with other Vendor/Contractor s. Such conflict of interest can lead to anti-competitive practices. The Vendor/Contractor found to



VADODARA GAS LIMITED

have a conflict of interest shall be disqualified. A Vendor/Contractor shall be considered to have a conflict of interest with one or more Vendor/Contractor s in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Vendor/Contractor ; or
- e) Vendor/Contractor participates in more than one bid in bidding process. Participation by a Vendor/Contractor in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Vendor/Contractor or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Vendor/Contractor s must proactively declare such sister/ common business/ management units in same/ similar line of business.
Vendor/Contractor s are required to submit a confirmation for no conflict of interest with other Vendor/Contractor in Format F-5.

Failure to comply with this clause during tendering process will disqualify all such Vendor/Contractor s from process of evaluation of bids.

4.3 Alternative Bids should not be considered.

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

5 Cost of Bidding & Tender Fee

5.1 Cost of Bidding

The Vendor/Contractor shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, VGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.



VADODARA GAS LIMITED

5.2 TENDER FEE

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

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

6 Site Visit

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

[B] - Bidding Documents

7 Contents of Bidding Documents

- 7.1 The contents of Bidding Documents/ Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-9":

- Section – I : Invitation for Bids [IFB]
- Section – II : Vendor/Contractor 's Eligibility Criteria [BEC] & Methodology for Evaluation and Comparison of Bids, Instructions to Vendor/Contractor s [ITB]
- Section – III : General Conditions of Contract
- Section – IV : Special Conditions of Contract [SCC]
- Section – V : Scope of Work [SOW]
- Section – VI : HSE
- Section – VII : Others Forms and Formats
- Section – VIII : Schedule of Rates [SOR]

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



VADODARA GAS LIMITED

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

8 Clarification of Bidding Document

8.1 A prospective Vendor/Contractor requiring any clarification(s) of the Bid Documents may notify VGL in writing or by email at **VGL's mailing address as indicated in the BDS, not later than 02 (two) days prior to pre-bid meeting (if any) or as specified time in IFB. VGL reserves the right to ignore the Vendor/Contractor s request for clarification if received after the aforesaid period.** VGL may respond in writing to the request for clarification. VGL’s response includes an explanation of the query, but without identifying the source of the query will be uploaded on VGL’s web site [www.vgl.co.in]/ communicated to prospective Vendor/Contractor s by e-mail.

8.1

8.2 Any clarification or information required by the Vendor/Contractor but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as “no clarification/ information required”.

9 Amendment of Bidding Documents

9.1 At any time prior to the ‘Bid Due Date’, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor/Contractor, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on n-Procure website [<https://tender.nprocure.com>] and VGL website [www.vgl.co.in] only.

9.3 The Employer, if considered necessary, may extend the date of submission of Bid in order to allow the Vendor/Contractor a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – Preparation of Bids

10 Language of Bid

The bid prepared by the Vendor/Contractor and all correspondence/ drawings and documents relating to the bid exchanged by Vendor/Contractor and VGL shall be written in English language alone. Any printed literature furnished by the Vendor/Contractor may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce of Vendor/Contractor ’s country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

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



VADODARA GAS LIMITED

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

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

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

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

11.2.1 Envelope-I: “Techno – Commercial/ Un-Priced Bid” shall contain the following:

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

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

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

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. VGL shall not be responsible for any failure on the part of the Vendor/Contractor to follow the instructions.
- ii) Vendor/Contractor s are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Vendor/Contractor (s) intend to offer any



VADODARA GAS LIMITED

- Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rate (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at the price evaluated. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - iv) In case, it is observed that any of the Vendor/Contractor (s) has/ have offered suo-moto Discount/ Rebate after opening of un-priced bid but before opening of price bids such discount/ rebate(s) shall not be considered for evaluation. However, in the event of the Vendor/Contractor emerging as the lowest evaluated Vendor/Contractor without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the Vendor/Contractor shall be considered for Award of Work and the same will be conclusive and binding on the Vendor/Contractor.
 - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarification/ confirmations from Vendor/Contractor s, while evaluating the un-priced part of the bid, any of the Vendor/Contractor s submits a sealed envelope stating that it contains revised prices; such Vendor/Contractor (s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - vi) In case any Vendor/Contractor does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other Vendor/Contractor s. If such Vendor/Contractor happens to be lowest evaluated Vendor/Contractor, price of unquoted items shall be considered as included in the quoted bid price.
- 11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.2.1 & 11.2.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.2.1 & 11.2.2 of ITB shall become applicable in such a case.

12 Schedule of Rates/ Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole work as described in Bidding Document, based on the rates and prices submitted by the Vendor/Contractor and accepted by the EMPLOYER. The prices quoted by the Vendor/Contractor s will be inclusive of all taxes except GST (CGST & SGST/ UTGST or IGST).
- 12.2 Prices must be filled in format for ‘Schedule of Rates [SOR]’ enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 12.3 Vendor/Contractor shall quote for all the items of “SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under ‘SOR’ but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract (“GCC”), Special Condition of Contract (“SCC”) or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included



VADODARA GAS LIMITED

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

- 12.5 Prices quoted by the Vendor/Contractor shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Vendor/Contractor shall quote the prices both in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt with as per clause no.3 of ITB.
- 12.7 Further, Vendor/Contractor shall also mention the **Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

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

- 13.1 Vendor/Contractors are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/ UTGST or IGST) is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST/ UTGST or IGST). Please note that the responsibility of payment of GST (CGST & SGST/ UTGST or IGST) lies with the Contractor only. Contractors providing taxable service shall issue an e-Invoice/Invoice/ Bill, as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services (Service Provider) with requisite details.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any tax authority/any equivalent government agency brings to the notice of VGL that the Contractor has not remitted the amount towards GST (CGST & SGST/ UTGST or IGST) collected from VGL to the government exchequer, then, that Contractor shall be put under Holiday list of VGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case VGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier/Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the VGL/ Owner.



VADODARA GAS LIMITED

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

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

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

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

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

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

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

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

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

- 13.7 VGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, Vendor/Contractor s are requested to get themselves registered under GST; it not registered yet.

However, if any unregistered Vendor/Contractor is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. Where VGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.



VADODARA GAS LIMITED

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

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

However, in case any unregistered Vendor/Contractor is submitting their bid, bids will be evaluated as per quoted price without loading GST (CGST & SGST/ UTGST or IGST), if not quoted their price will be loaded with applicable GST (CGST & SGST/ UTGST or IGST) while evaluating bid. Where VGL is entitled for input credit of GST (CGST & SGST/ UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document

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

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

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

- 13.10 Suppliers / Contractor shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable VGL to avail input credit of GST (CGST & SGST/UTGST or IGST), if applicable. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

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

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



VADODARA GAS LIMITED

13.12 Anti-Profitteering Clause

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

13.13 In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then their bids may be rejected. Further, in case rating of Vendor/Contractor is negative / black listed after award of work for supply of goods / services, then VGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by VGL.

13.14 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case VGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier/Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the VGL/ Owner.

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

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

13.15 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Order/Contract.

13.16 **For procurement of Goods:** The supplier shall mention the particulars of Vadodara Gas Limited, on the E-invoices/Invoice. Besides, if any other particulars of VGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.17 Wherever TDS under GST Laws has been deducted from the E-invoices/ invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST



VADODARA GAS LIMITED

TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

- 13.18 E-way Bill for movement of goods under GST Regime have been notified vide Notification No. 27/2017 – Central Tax. Further, vide Notification No. 74/2017 – Central Tax dated 29th Dec. 2017 the provisions related to E-way bill has been made applicable from 1st Feb. 2018. All the process/ procedure in this regard is to be followed for inward/ outward movement of Goods.

14 Bid Currencies

Vendor/Contractor s must submit bid in Indian Rupees only.

15 Bid Validity

- 15.1 Bids shall be kept valid for period specified in BDS from the final due date of submission of bids. A Bid valid for a shorter period may be rejected by VGL as ‘non-responsive’.
- 15.2 In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, the Employer may request the Vendor/Contractor s to extend the ‘Period of Bid Validity’ for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Vendor/Contractor may refuse the request without forfeiture of his ‘Bid Security’. A Vendor/Contractor agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its ‘Bid Security’ for the period of the extension and in accordance with “ITB: Clause – 16” in all respect.

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

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

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

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

The EMD shall be submitted in Indian Rupees only.



VADODARA GAS LIMITED

- 16.2 The 'Bid Security' is required to protect VGL against the risk of Vendor/Contractor's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 VGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of ₹ 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by VGL as non-responsive.
- 16.4 After the decision with respect to award of work / placement of order, the Earnest Money Deposit / Bid Bond received from all the Vendor/Contractors except the successful Vendor/Contractor should be promptly returned.
- 16.6 The successful Vendor/Contractor's 'Bid Security' will be discharged upon the Vendor/Contractor's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security/ Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- If a Vendor/Contractor withdraws his Bid during the 'Period of Bid Validity'
 - If a Vendor/Contractor has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - If the Vendor/Contractor modifies bids during the period of bid validity (after submission date).
 - Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - In the case of a successful Vendor/Contractor, if the Vendor/Contractor fails to:
 - to acknowledge receipt the "Notification of Award"/ "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - to furnish "Contract Performance Security/ Security Deposit", in accordance with "ITB: Clause – 38"
 - To accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Vadodara Gas Limited and addressed to VGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Vendor/Contractor is quoting. This is essential to have proper correlation later. The 'Bid Security' should be in the form provided at 'Form F-4'/ 'Form F-4S'.
- ~~16.9 MSEs (Micro & Small Enterprises) are exempted from submission of Tender Fee, EMD/ Bid Security in accordance with the provisions of PPP 2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.~~



VADODARA GAS LIMITED

17 Pre-Bid Meeting (If Applicable)

- 17.1 The Vendor/Contractor (s) or his designated representatives are invited to attend a “Pre-Bid Meeting” which will be held at address specified in IFB. It is expected that a Vendor/Contractor will not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on VGL website against the Tender. Any modification of the Contents of Bidding Documents listed in “ITB: Clause-7.1”, that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum/ Corrigendum pursuant to “ITB: Clause – 9”, and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Vendor/Contractor.

18 Format and Signing of Bid

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Vendor/Contractor (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unnamed printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 Zero Deviation and Rejection Criteria

19.1 Zero Deviation

Deviation to terms and conditions of “Bidding Documents” may lead to rejection of bid. VGL will accept bids based on terms & conditions of “Bidding Document” only. Vendor/Contractor may note VGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. VGL’s determination of a bid’s responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. VGL reserves the right to raise technical and/ or commercial query(s), if required, may be raised on the Vendor/Contractor (s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Vendor/Contractor s are requested not to take any deviation/ exception to the terms and conditions laid down in this “Tender Documents”, and submit all requisite documents as mentioned in this “Tender Documents”, failing which their offer will be liable for rejection. If a Vendor/Contractor does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.



VADODARA GAS LIMITED

19.2 Rejection Criteria

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Tender Fee
- (c) Earnest Money Deposit/ Bid Security
- (d) Specifications & Scope of Work
- (e) Schedule of Rates/ Price Schedule/ Price Basis
- (f) Duration/ Period of Contract/ Completion Schedule
- (g) Payment Terms
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee/ Security Deposit
- (k) Guarantee/ Defect Liability Period
- (l) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (m) Force Majeure & Applicable Laws
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 E –Payment

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

[D] – Submission of Bids

21 Submission, Sealing and Marking of Bids

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

22 Deadline for Submission of Bids

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



VADODARA GAS LIMITED

and the Vendor/Contractor s, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on VGL's website/ communicate to the Vendor/Contractor s.

23 Late Bids

- 23.1 Any bid received after notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of manual tendering, bids received by VGL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the Vendor/Contractor within "10 days" in 'unopened conditions. The bid bond of such Vendor/Contractor s shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/ physical documents has been received but the bid is not submitted by the Vendor/Contractor in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 Modification and Withdrawal of Bids

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

24.1.1 In Case of Manual Bidding

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

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/ substituted in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Vendor/Contractor on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the Vendor/Contractor 's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated Vendor/Contractor (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, VGL shall forfeit EMD



VADODARA GAS LIMITED

paid by the Vendor/Contractor and such Vendor/Contractor s shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such Vendor/Contractor will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – Bid Opening and Evaluation

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

26 Bid Opening

26.1 Un-priced Bid Opening

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

26.2 Priced Bid Opening

26.2.1 VGL will open the price bids of those Vendor/Contractor s who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Vendor/Contractor s selected for opening of their price bids shall be informed about the date of price bid opening. Vendor/Contractor s may depute their authorized representative to attend the bid opening.

The Vendor/Contractor s' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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



VADODARA GAS LIMITED

27 Confidentiality

- 27.1 During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.
- 27.2 Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28 Contacting the Employer

- 28.1 From the time of Bid opening to the time of award of Contract, if any Vendor/Contractor wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Vendor/Contractor to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Vendor/Contractor's Bid and action shall be initiated as per procedure in this regard.

29 Examination of Bids and Determination of Responsiveness

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: -
- Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - Has been properly signed;
 - Is accompanied by the required 'Earnest Money/ Bid Security';
 - Is substantially responsive to the requirements of the Bidding Documents; and
 - Provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause – 29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:
- "Deviation" is departure from the requirement specified in the tender documents.
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.



VADODARA GAS LIMITED

- (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other Vendor/Contractor s presenting substantially responsive bids.

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

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

30 Correction of Errors

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figure and words tallies but the amount is incorrect, the rate quoted by the contractor should be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the Vendor/Contractor does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 Conversion to Single Currency for Comparison of Bids

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

32 Evaluation and Comparison of Bids

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

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

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.



VADODARA GAS LIMITED

33.2 The Vendor/Contractor is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done for a period of 1/5th of the time schedule or 1 month whichever is less. In case Vendor/Contractor does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the Vendor/Contractor and evaluation shall be carried out accordingly.

34 Purchase Preference

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

[F] – Award of Contract

35 Award

VGL will award the Contract to the successful Vendor/Contractor whose Bid has been determined to be substantially responsive and has been determined as the lowest if Vendor/Contractor, is determined to be qualified to satisfactorily perform the Contract.

36 Letter of Award/ Purchase Order

36.1 Prior to the expiry of Bid Validity Period, VGL will issue the LOA/PO to successful Vendor/Contractor in writing, in the form of “Letter of Award/ Purchase Order”, through e-mail that his Bid has been accepted. The Letter of Award/ Purchase Order will constitute the formation of the Contract.

28.3 Contact period shall commence from the date of “Letter of Award/ Purchase Order” or as mentioned in the Letter of Award/ Purchase Order. The “Letter of Award/ Purchase Order” will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause “ITB: Clause – 37.

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

37 Signing of Agreement

37.1 VGL will award the Contract to the successful Vendor/Contractor, who, within ‘fifteen [15] days’ of receipt of the same, shall sign and return the acknowledged copy of VGL.

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



VADODARA GAS LIMITED

38 Contract Performance Security/ Security Deposit

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from VGL, the successful Vendor/Contractor shall furnish the contract performance security/ Guarantee in accordance with Special Conditions of the Contract. The Contract Performance Security/ Guarantee shall be in the form of either Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit and shall be in the currency of the Contract.

38.2 The contract performance security shall be for an amount equal to specified in **Binding Data Sheet (BDS)** for faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/ order value shall be exclusive of taxes and duties.

Banks Guarantee towards performance security/ security deposit shall be from any Indian schedule bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Vendor/Contractor as well as foreign Vendor/Contractor. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth more than ₹ 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the DLP specified in Bid Data Sheet.

38.3 Failure of the successful Vendor/Contractor to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

38.4 The CPBG/ Security deposit must cover the entire contract value including extra work/ services also. If the CPBG/ Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

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

Notwithstanding anything contained contrary in GCC and other 'Contract Documents', in case it is found that the Vendors/ Suppliers/ Contractors/ Vendor/Contractor s/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in VGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ Vendor/Contractor shall be banned (in terms of aforesaid procedure) from the date of



VADODARA GAS LIMITED

issuance of such order by Vadodara Gas Limited, to such Vendors/ Suppliers/ Contractors/ Vendor/Contractor s/ Consultants.

The Vendor/ Supplier/ Contractor/ Vendor/Contractor / Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Vendor/Contractor / Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Vadodara Gas Limited, such decision of Vadodara Gas limited shall be final and binding on such Vendor/ Supplier/ Contractor/ Vendor/Contractor / Consultant and the 'Arbitration Clause' in the GCC and other 'Contract Documents' shall not be applicable for any consequential issue/ dispute arising in the matter.

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

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

- ~~i) Issue of tender document to MSEs free of cost.~~
- ~~ii) Exemption to MSEs from payment of EMD/ Bid Security.~~
- ~~iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1+ 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women with above 25% reservation. This respective quota(s) shall be transferred to other MSEs in case of non availability of MSEs owned by SC/ ST entrepreneurs/ MSEs owned by women.~~

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

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

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

- ~~a) In case of propriety MSE, Proprietor(s) shall be SC/ ST.~~
- ~~b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% share in the unit~~
- ~~c) In case of private Limited Companies, at least 51% share is held by SC/ ST. If the MSE is owned by SC/ ST entrepreneurs, the Vendor/Contractor shall furnish appropriate documentary evidence in this regard.~~



VADODARA GAS LIMITED

~~40.3 The MSE(s) owned by Women shall mean:-~~

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

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

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

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

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

~~— Further, such participating MSE Vendor/Contractor s are not entitled for purchase preference. Further, such participating MSE Vendor/Contractor s are not entitled for purchase preference.~~

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

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

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



VADODARA GAS LIMITED

- (i) ~~A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 1 Cr. and Turnover does not exceed ₹ 5 Cr.~~
- (ii) ~~A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 10 Crs. and Turnover does not exceed ₹ 50 Cr.~~
- (iii) ~~A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 50 Crs. and Turnover does not exceed ₹ 250 Cr.~~
- 40.7 ~~Subsequently, vide Gazette notification no. CG DL E 26062020 220191 dated 26/06/2020, Ministry of MSME has notified certain criteria for classifying the enterprises as Micro, Small & Medium Enterprises and specified form and procedure for filing the memorandum (“Udyam Registration”) with effect from 01/07/2020~~

41 Abnormal Rates/Bids

41.1 Abnormally High Rated Items (AHR)

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

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

- (ii) Rates as per SOR, quoted by the Contractor.
- (iii) Rate of the item, which shall be derived as follows:
- Based on rates of Machine and labour as available from the contract (which includes contractor’s supervision, profit, overheads and other expenses).
 - In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor’s supervision profit, overhead & other expenses.”

41.2 Abnormally Low Rated Items (ALR):

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

41.3 Abnormally Low Bids:

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



VADODARA GAS LIMITED

42 Income Tax & Corporate Tax

- 42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 42.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 42.3 Work Contract tax/ VAT as may be applicable shall be deducted as per trade tax.

42.4 Mentioning of PAN No. in Invoice/ Bill

As per CBDT Notification No. 95/ 2015 dated 30.12.2015, mentioning PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding ₹ 2.0 Lakh per transaction.

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

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

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

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

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

- 44.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996



VADODARA GAS LIMITED

- 44.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute (s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) rejects(s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/ she sends the invitation, or within such other period of time as specified in the invitation, he/ she may elect to treat this as a rejection of the invitation to conciliate. If he/ she so elects, he/ she shall inform the other Party(ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45 Billing System

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

- (a) Top left corner of the envelope

Vendor Code:

LOA/ PO No.: _____ Date _____

Bill/ Invoice No.: _____ Date _____

Invoice Value: ₹ _____

Indenting Dept. _____ Job/ Supply of _____



VADODARA GAS LIMITED

(b) Address:
To,

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

46 Transparency

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

47 Contractor’s Subordinate Staff and their Conduct

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

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

Sale of Bid Documents

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

48 Quantity Variation

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

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

49 Subletting & Assignment

The contractor shall not save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.



VADODARA GAS LIMITED

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/ Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC is also to be referred.

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

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

51 Check Measurement

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

1. Where VGL Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
 - a. Site-In-Charge/ Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site – In – Charge/ Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurement of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. **Where PMC is EIC (e.g. Project Construction):**
 - a. PMC will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of HOD will further check measurements of 5% of bill value. However, wherever HOD is not available, an officer one level junior to HOD will check measurements of 5% of bill value.
3. **Where VGL Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):**
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value in case there is no Site Engineer.
4. HOD or an officer of higher level to that EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceeds SOR quantities.



VADODARA GAS LIMITED

5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/ quantities other than those already checked by VGL executives at lower levels and should also ensure that the subordinate officer/ officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified".

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

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

53. Land Border with India

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any Vendor/Contractor from a country which shares a land border with India will be eligible to bid in this tender only if the Vendor/Contractor is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No.1) dated 23.07.2020.

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

3. "Vendor/Contractor " (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Vendor/Contractors stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "**Vendor/Contractor from a country which shares a land border with India**" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or



VADODARA GAS LIMITED

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. Submission of Certificate in Bids:

Vendor/Contractor shall submit a certificate in this regard as Form-I.

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



VADODARA GAS LIMITED

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

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

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



VADODARA GAS LIMITED

Form-I

Undertaking on Letterhead

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

- i. Not from such a country []
- ii. If from such a country, has been registered with the Competent Authority []

(Evidence of valid registration by the Competent Authority shall be attached)

(Vendor/Contractor is to tick appropriate option (✓ or X) above).

We hereby certify that Vendor/Contractor M/s _____ (Name of Vendor/Contractor) fulfils all requirements in this regard and is eligible to be considered against the tender.

Place : [Signature of Authorized Signatory of
Vendor/Contractor]

Date : Name :
Designation :
Seal :

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



VADODARA GAS LIMITED

Form-II

Certificate for Tenders for Works Involving Possibility of Subcontracting

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

- i. Not from such a country []
- ii. If from such a country, has been registered with the Competent Authority []

(Evidence of valid registration by the Competent Authority shall be attached)

(Vendor/Contractor is to tick appropriate option (✓or X) above).

We further certify that Vendor/Contractor M/s _____ (Name of Vendor/Contractor) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that Vendor/Contractor M/s _____ (Name of Vendor/Contractor) fulfils all requirements in this regard and is eligible to be considered.

Place : [Signature of Authorized Signatory of Vendor/Contractor]
Date : Name :
Designation :
Seal :

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



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

1.0 Introduction:

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

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

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

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

A. Definitions:

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

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

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

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

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



VADODARA GAS LIMITED

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

A.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and banning of business dealings with Agency/ies and shall be the “MD & DC”.

A.7 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
- c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another Vendor/Contractor .
- e) All successor agency will also be considered as allied

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

A.9 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding VGL's rights of audit or access to information.

B. Actions against Vendor/Contractor (s) indulging in corrupt /fraudulent/ collusive/ coercive practice

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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



VADODARA GAS LIMITED

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para-E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and new contract will be awarded (if required) at the risk and cost of this agency. Further, contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard. A fresh contract will be awarded at the risk and cost

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

Suspension of order/ contract:

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

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

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

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

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

In addition to above, Recovery of payments including advance payments, if any, made by VGL along with interest thereon at the prevailing rate shall also be recovered.

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

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



VADODARA GAS LIMITED

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

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

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

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

B.2.2. Period of Banning

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

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being on holiday in VGL or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by VGL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

B.2.3 Exceptional Cases:

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

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

and;



VADODARA GAS LIMITED

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

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

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

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

C. Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning list, such agency should not be considered in ongoing tenders/ future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest Vendor/Contractor shall be considered as L-1.

D. Procedure for Suspension of Vendor/Contractor

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when a communication/input is received from any promoter company or from any statutory agency or from Central/State Investigating agency for specific immediate action against the agency.



VADODARA GAS LIMITED

Further, action for suspension business dealing with any agency/(ies) shall also be initiated by C&P Department where Non-performance of Vendor/Supplier/Contractor/Consultant has resulted to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on VGL's intranet and a copy will be forwarded to all HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from VGL.

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

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

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest Vendor/Contractor shall be considered as L-1.



VADODARA GAS LIMITED

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the Vendor/Contractor shall submit an undertaking to the effect that (i) neither the Vendor/Contractor themselves nor their allied agency/(ies) are on banning list of VGL or any promoter company i.e. GAIL Gas Limited or Vadodara Municipal Seva Sadan (VMSS)/Vadodara Municipal Corporation (VMC).

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

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

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

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

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

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

- (v) On receipt of reply in response to show cause notice, C&P Department will forward the same to concerned department for para wise comments, if any. Then the same committee i.e. HOD of concerned user department, HOD of C&P and HOD of Finance & CFO will prepare a proposal covering point wise reply to issues brought out by agency in their reply to show cause notice and submit their final recommendation for keeping the agency on Banning list or otherwise for the approval of competent authority i.e. MD & DC after legal vetting through Law department. In case the committee recommends for putting the agency on banning list, the draft speaking order to be issued to the agency with reasons for putting on banning list will also be submitted along with the recommendation to competent authority.
In case Competent Authority does not agree with recommendation of the committee, it will



VADODARA GAS LIMITED

record the reasons for the same. The decision of competent authority shall be final.

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



Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants

1.0 General

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

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

2.0 Objective

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with VGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects

3.0 Methodology

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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



VADODARA GAS LIMITED

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future. However, any penal action like putting them in Holiday may be detrimental for the organization as they may be reluctant to provide services against future requirement. Therefore, it is for the best interest of the organization/VGL, performance of OEM/Proprietary nature of Vendor/Contractors are to be monitored closely as being done for other cases and in case of any gap in their performance, suitable communication shall be sent to them asking them to improve their performance.

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

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A. Where performance rating is "POOR" (as per Performance Rating carried out after execution



VADODARA GAS LIMITED

of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

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

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

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

B. Where Performance rating is “FAIR”:

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

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

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

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

- i) HOD – Concerned user department
 - ii) HOD (F&A) & CFO
 - iii) HOD (C&P)
- vii) In case committee considers for putting the party on holiday, then Show Cause Notice will be issued with the approval of MD&DC giving final opportunity to defend his case. The draft show cause notice should be vetted by Legal Dept.
The show cause notice should contain all the allegations towards the breach committed by



VADODARA GAS LIMITED

party including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the party as per provisions of tender. All the supporting documents also need to be provided to the party along with show cause notice.

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

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

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

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

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

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

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

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

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



VADODARA GAS LIMITED

5.0 Review & Restoration of Parties put on Holiday

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

6.0 Effect of Holiday

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

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

6.3 Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If such party emerges as the lowest (L1), then next lowest Vendor/Contractor shall be considered as L-1.

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

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

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

9.0 Errant Vendor/Contractor

In case after price bid opening the lowest evaluated Vendor/Contractor (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering amongst other qualified Vendor/Contractor s or fresh tender, VGL shall forfeit EMD paid by the Vendor/Contractor and such Vendor/Contractor s shall be debarred from participation in retendering of the same



VADODARA GAS LIMITED

job(s)/item(s).

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



VADODARA GAS LIMITED

Annexure – A

**Vadodara Gas Limited
Performance Rating Data Sheet**

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

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

Note: Remarks (if any)

Note: PERFORMANCE RATING (**)

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	Poor
2	61-75	Fair
3	76-90	Good
4	More than 90	Very Good



VADODARA GAS LIMITED

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1. Delivery / Completion Performance

40 Marks

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

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

1.2. Quality Performance

40 Marks

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

40 marks

i) Rejection/Defects	Marks to be allocated on prorate basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endangers system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations < 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



VADODARA GAS LIMITED

1.3. Reliability Performance

20 Marks

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



VADODARA GAS LIMITED

SECTION- VI

FORMS & FORMAT



VADODARA GAS LIMITED

F-1

Vendor/Contractor 's General Information

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

1	Vendor/Contractor Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/ Partnership Firm/ Limited/ Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/ Partners/ Directors of the firm/ company	
4	Number of Years in Operation	
5	Address of Registered Office: * In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:
		District:
		State:
		Pin/ ZIP:
6	Operational Address [if different from above]	City:
		District:
		State:
		PIN/ ZIP
7	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	



VADODARA GAS LIMITED

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

NOTE:

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

Place:

[Signature of Authorized Signatory of Vendor/Contractor]

Date:

Name:

Designation:



VADODARA GAS LIMITED

F-2

Bid Form

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Vendor/Contractor]
Date: Name:
Designation:
Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



VADODARA GAS LIMITED

F-3

List of Enclosures

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,
We are enclosing the following documents as part of the Bid:

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

Place: [Signature of Authorized Signatory of Vendor/Contractor]
Date: Name:
Designation:
Seal:



VADODARA GAS LIMITED

F-5

Letter of Authority

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

Ref:

Date:

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

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

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

Yours faithfully,

Place: [Signature of Authorized Signatory of Vendor/Contractor]
 Date: Name:
 Designation:
 Seal:

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

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Vendor/Contractor and should be signed by a person competent and having the 'Power of Attorney' to bind the Vendor/Contractor . Not more than 'two [02] persons per Vendor/Contractor ' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.



VADODARA GAS LIMITED

F-6

"No Deviation" Confirmation

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

Place: [Signature of Authorized Signatory of Vendor/Contractor]
Date: Name:
Designation:
Seal:

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



VADODARA GAS LIMITED

F-7

Declaration Regarding Holiday/ Banning and Liquidation, Court Receivership

To,

Vadodara Gas Limited,

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

We hereby confirm that we are not on 'Holiday' by VGL or GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas. We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

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

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

Place: [Signature of Authorized Signatory of Vendor/Contractor]
Date: Name:
Designation:
Seal:

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



VADODARA GAS LIMITED

F-8

Certificate for Non-Involvement of Govt. of India

To,

Vadodara Gas Limited,

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India.

We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

Date:

[Signature of Authorized Signatory of Vendor/Contractor]

Name:

Designation:

Seal:



VADODARA GAS LIMITED

F-9

Agreed Terms & Conditions

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

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

Sl. No.	Description	Vendor/Contractor 's Confirmation
1.	Vendor/Contractor 's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST @ _____ %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of ₹ 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	



VADODARA GAS LIMITED

10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of Vendor/Contractor are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/ Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish Tender Fee details: a) Tender Fee No. & date b) Value	
13.	Please furnish EMD/ Bid Security details: c) EMD/ Bid Security No. & date d) Value e) Validity	
14.	Confirm acceptance to all provisions of ITB.	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm that none of Directors of Vendor/Contractor is a relative of any Director of Owner or the Vendor/Contractor is a firm in which any Director of Owner/ VGL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Vendor/Contractor 's Bank shall be borne by Vendor/Contractor .	
21.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:

Date:

[Signature of Authorized Signatory of Vendor/Contractor]

Name:

Designation:

Seal:



VADODARA GAS LIMITED

F-10

Acknowledgement cum Consent Letter

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

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

- We intend to bid as requested for the subject item/ job and furnish following details with respect to our quoting office:
 Postal Address with Pin Code :
 Contact Person :
 E-mail Address :
 Mobile No. :
 Date :
 Seal/ Stamp :
- We are unable to bid for the reason given below:
 Reasons for non-submission of bid:

Agency's Name :
 Signature :
 Name :
 Designation :
 Date :
 Seal/ Stamp :



VADODARA GAS LIMITED

F-11

Undertaking on Letterhead

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir,

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

Place: [Signature of Authorized Signatory of Vendor/Contractor]
Date: Name:
Designation:
Seal:

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



VADODARA GAS LIMITED

F-12

Vendor/Contractor 's Experience

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

SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/ COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Sl. No	Description of the Services	LOA/ WO No. and date	Full Postal Address & Phone nos. of Client. <i>Name, designation and address of Engineer/ Officer - in – Charge (for cases other than purchase)</i>	Value of Contract/ Order (specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:
Date:

[Signature of Authorized Signatory of Vendor/Contractor]
Name:
Designation:
Seal:



VADODARA GAS LIMITED

F – 14

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

Date: __/__/2023

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

Dear Sir,

This is to certify that M/s..... (Name of the Vendor/Contractor with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for VGL's RFQ/ Tender no. _____ Dated _____ for “ _____ ” and as per the terms of the said RFQ/ Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s..... (Name of the Bank with address) confirms availability of line of credit to M/s..... (Name of the Vendor/Contractor) for at least an amount of ₹ _____ (Working Capital Amount)

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

For,
(Name & address of Bank) :
(Authorized signatory) :
Name of the signatory :
Designation :
Stamp :



VADODARA GAS LIMITED

F – 15

Format for Chartered Accountant Certificate for Financial Capability of the Vendor/Contractor

SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/ COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

We have verified the Annual Accounts and other relevant records of M/s _____ (Name of the Vendor/Contractor) and certify the following

A. Annual Turnover of Last 3 Years:

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

B. Financial Data for Last Audited Financial Year:

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

Chartered Accountant
Name of Audit Firm:
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.:

To be upload on CA's Letter Head on n-Procure only



VADODARA GAS LIMITED

Instructions:

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
2. All such documents reflect the financial situation of the Vendor/Contractor or partner to a JV/Consortium,
3. and not sister or parent companies.
4. Historic financial statements must be audited by a certified chartered accountant.
5. Historic financial statements must be complete, including all notes to the financial statements.
6. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted).
7. The Vendor/Contractor shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
8. This certificate is to be submitted on the letter head of Chartered Accountant.



VADODARA GAS LIMITED

F-17

E-Banking Mandate Form

(To be issued on vendors letter head)

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002**

- 1. Vendor/ customer Name :
- 2. Vendor/ customer Code :
- 3. Vendor/ customer Address :
- 4. Vendor/ customer e-mail id :
- 5. Particulars of bank account
 - a) Name of Bank :
 - b) Name of branch :
 - c) Branch code :
 - d) Address :
 - e) Telephone number :
 - f) Type of account (current/ saving etc.) :
 - g) Account Number :
 - h) RTGS IFSC code of the bank branch :
 - i) NEFT IFSC code of the bank branch :
 - j) 9-digit MICR code :

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

(Signature of vendor/ customer)

Bank Certificate

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

Bank stamp

Date:

[Signature of Authorized officer of Bank]_____



VADODARA GAS LIMITED

F-18

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

SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/ COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS
TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:
 - a. Micro Enterprise _____ [_____]
 - b. Small Enterprise _____ [_____]
 - c. Medium Enterprise _____ [_____]
 (Please put a tick in the appropriate box)

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

Place: _____ [Signature of Authorized Signatory of Vendor/Contractor]

Date: _____ Name: _____

_____ Designation: _____

_____ Seal: _____

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



VADODARA GAS LIMITED

DECLARATION OF OTHER CRITERIA (REVISED)

(To be submitted signed/sealed copy on VENDOR/CONTRACTOR Company Letter head)

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

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

TENDER NO.: VGL/CO/C&P-PNG/MDPE LAYING/EOI/2026-27/002

Dear Sir/Madam,

With reference to Vadodara Gas Limited Expression of Interest (EOI) document referred above, we hereby declare/undertake/confirm the following:

1. I/We understand that a Vendor/Contractor who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the Vendor/Contractor has participated. Hence, I/We hereby undertake & declare that we have submitted single bid against the above referred e-Tender. Further, I/we declare that none of our proprietor /partner(s) is/are same proprietor/ common Partner(s) in/with any of the Vendor/Contractor s participating in the tender.

2. I/We are NOT debarred or blacklisted or put on holiday by (a) Vadodara Gas Limited, or (b) any of the GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector, as on the bid submission date.

3. I/We hereby confirm that **(Vendor/Contractor shall tick/select any one of the options below - as applicable)**

There is/are no on-going and/or Past Litigation(s)/Arbitration(s) process with, either (a) Vadodara Gas Limited, or, (b) any of the GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector.

There is/are on-going and/or Past Litigation/Arbitration process with, either (a) Vadodara Gas Limited, or, (b) any of the GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector, details of which are attached herein (Vendor/Contractor to attach/upload list of such Past as well as on-going Litigation/Arbitration Proceedings, which includes the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any

VGL may evaluate the details of such litigation / arbitration proceedings and may at its sole discretions disqualify such Vendor/ Contractor who is indulging in frivolous litigation/arbitration OR having history of initiating litigations/ arbitrations and proceed with



VADODARA GAS LIMITED

the bidding process. Further, the Vendor/Contractor shall provide any additional details/clarifications as may be required by VGL in this regard in time bound manner.

We will meet qualification criteria on its own. (e.g. qualification through Joint Venture/ Consortium/ MoU etc. are not allowed.)

Note: With respect to point nos. 1, 2 and 3, if the aforementioned undertaking or any part thereof is found false/incorrect/inaccurate OR occurrence of any of the above-mentioned disqualifying events contemplated at point nos. 1, 2 and 3, during empanelment period/award period, shall make the concerned Vendor/Contractor liable for disqualification for tenders/contract award, at the sole discretion of VGL.

For the purpose of this Declaration, 'Litigation/Arbitration' shall mean any suit, litigation, arbitration, judicial or quasi-judicial proceeding initiated by/against the Vendor/Contractor involving VGL and/or any of the GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector before any Court/ Forum/ Tribunal/ Authority/ Regulator/ Arbitrator as on the date of submission of bid.



VADODARA GAS LIMITED

Annexure 01

Particulars of PF Contribution for the Month of _____, 20_____

- 1 Name of the Firm/Agency/Contractor :
- 2 Nature of Contract (Job/Service contract, AMC, O&M, Petty contract, Security, Seasonal) :
- 3 Postal address of the Contractor: :
- 4 Phone No. of the Contractor: :
- 5 Fax No. of the Contractor: :
- 6 Address of PF office from where EPF Code No. has been allotted: :
- 7 EPF Code No. allotted by PF office :
- 8 Address of ESIC office from where ESI Code No. has been allotted :
- 9 ESI Code No. allotted by ESIC office :
- 10 Period of Contract: From _____ to _____ :
- 11 Extension Period of Contract, if any from _____ to _____ :
- 12 Place where contract workmen are working _____ :
- 13 Labour License No. _____ Dtd. _____ :
- 14 Validity period of Labour License From _____ to _____ :
- 15 Details of Deposition of contribution towards EPF :
- 16 EPF Challan No. _____ Amount _____ Date _____ :
- 17 Details of Deposition of contribution towards ESI :
- 18 ESI Challan No.: _____ Amount _____ Date _____ :

Detail of Contract labour engaged by the contractor

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

Authorized Signatory



VADODARA GAS LIMITED

Annexure 02

Indemnity Bond to be executed on ₹ 100 Stamp Paper duly notified from Notary

WHEREAS **Vadodara Gas Limited** (hereinafter referred to as VGL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at SHRI MUNI COMMI Gas Office, Gas Office Building, Dandiya Bazar, Vadodara - 390001 has entered into a CONTRACT with _____ (**name of the contractor**) (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at _____ for ₹ _____ (contract value) for _____ (**"NAME OF THE WORK"**) for a period of " _____ " and on the terms and conditions as set out, inter-alia in the Work Order No. _____ and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

VGL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of VGL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labourers / vendors/ sub- contractors /partner etc who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of VGL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified VGL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to VGL forthwith, on demand, without protest the loss suffered by VGL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with VGL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of VGL arising from any such contract/case for which VGL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged/revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

Place:
Date:

Signature of Authorized Representative



VADODARA GAS LIMITED

Annexure 03

No Due Certificate from Workmen

Date: __/__/__

**SUBJECT: LAYING OF UNDERGROUND MDPE PIPELINE FOR NEW DOMESTIC/
COMMERCIAL/ INDUSTRIAL PNG CONNECTIONS**

FOI / LOA No:

I
Mr.....S/o.....
.....residing at..... Hereby certify that I do not have any dues
towards salary, Bonus, Leave wages etc against the above mentioned work. If any dispute arises
in future for any liability, I undertake to resolve such disputes without involving Vadodara Gas
Ltd.

Name _____

(Signature of Employee of the contractor)



VADODARA GAS LIMITED

Annexure 04

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

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

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

Signature of Vendor/Contractor _____

Name of Vendor/Contractor _____

Name of Vendor/Contractor



VADODARA GAS LIMITED

Annexure 05

Certificate for Undisputed Statutory Liabilities

We have verified the Books of Accounts and Other relevant records and documents produced before us and information and explanations given to us by M/s _____, having registered office at _____ and accordingly we hereby certify that M/s _____ not have any pending/ outstanding undisputed statutory liabilities (including GST, PF, ESIC, Service Tax, etc.) on the balance date for a period of more than 06 months as per audited financial statements of F.Y. 2024-25.

Chartered Accountant

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.:

(To be submit on CA's Letter Head duly signed stamped)



VADODARA GAS LIMITED

Force Majeure

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