



GASNET SERVICES (RJ) LIMITED

**ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT
CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA**

RESONANCE ENERGY PVT LTD

COMMERCIAL VOLUME I OF II

TENDER NO.: GSL/REPL/006/C-DBS

OPEN DOMESTIC COMPETITIVE BIDDING

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Rev.	Date	Prepared By	Checked By	Approved By



**ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL
(RISHIKESH) & CHAMPAWAT GA**





TENDER DOCUMENT NO:
GSL/REPL/006/C-DBS

Date: 22/12/2022



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	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
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INFORMATION FOR BIDS (IFB)

(SECTION I)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

1.0 INTRODUCTION

- 1.1 The consortium of Dinesh Engineers Ltd., Resonance Energy Pvt. Ltd., and Tolani projects Pvt. Ltd has been authorized by PNGRB in 11 round of bidding for four Geographical Areas (GA's) of
- 1) Mandi, Kullu, Kinnaur, and Lahaul & Spiti districts in the state of Himachal Pradesh,
 - 2) Bikaner & Churu districts in the state of Rajasthan
 - 3) Pauri Garhwal, Uttarkashi, Rudraprayag, Tehri Garhwal districts in the state of Uttarakhand,
 - 4) Pithoragarh, Almora, Champawat, Chamoli & Bageshwar districts in the state of Uttarakhand
- The consortium has establish three companies namely Gasonet Service (HP) Ltd , Gasonet Service (RJ) Ltd , Gasonet service (UK) Ltd, and GA of one and two above has been transferred to GA of Gasonet Services (HP) Ltd , Gasonet Services (RJ) Ltd respectively and GA of 3 and 4 above has been transferred to Gasonet Services (UK)Ltd
- 1.2 All These companies are engage in City Gas Distribution to supply natural gas for domestic, automobile, industrial and commercial and have corporate office at 807, World Trade, Sector 16, Noida-201301, The corporate is managed by Gasonet Service Ltd.
- 1.3 Resonance Energy Pvt. Ltd. (REPL) has been appointed as the Project Management Consultant for providing consultancy services for CGD Expansion Project for PNG in the State of Rajasthan (hereinafter referred as Consultant), by GSL..

2.0 DETAILS OF BID DOCUMENT

A.	SUBJECT	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA
B.	TYPE OF BID	OPEN DOMESTIC COMPETITIVE BIDDING
C.	TENDER DOCUMENT NUMBER	TENDER NO.: GSL/REPL/006/C-DBS
D.	COMPLETION PERIOD	(02) Two Years from date of LOI/Contract
E.	PRE-BID MEETING DATE & TIME	23.12.22 at 15:00 HRS IST, Via VC Meeting link shall be shared separately by email.



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F.	BID SUBMISSION DATE & TIME	29.12.22 till 14:00 HRS IST. Bids should be submitted at Gasonet Services Limited, Corporate Office: 807, World Trade, Tower Setor-16, Noida -201301, Uttar Pradesh Tel:022-27704600/4700	
G.	BID SECURITY (EMD)	FOR CHURU-INR 11,61,838/- FOR MANDI-INR 4,70,614/- FOR PAURI GARWAL (RISHIKESH)-INR-5,58,547/- FOR CHAMPAWAT-INR-6,64,853/- In form of DD or PBG (Refundable).	
H.	BID DOCUMENT FEE	Not Applicable	
I.	BID VALIDITY	180 days from the bid due date.	
J.	TECHNICAL BID OPENING DUE DATE	29.12.22 till 14:30 HRS IST	
K.	COMMERCIAL BID OPENING DUE DATE	Date & Time shall be intimated to the technically qualified bidders	
L.	VENUE	GSL Office	
M.	ADDRESS FOR CORRESPONDENCE	Mr. C. Prabhakar Chakravarthy Vice President (EP&P) Gasonet Services (RJ) Limited Corporate Office: 807, World Trade Tower, Setor-16, Noida, Uttar Pradesh. Pin Code-201301 Contact No.: +91- 9315252514 Mail Id: prabhakar@gasonet.in	Mr. Dipesh Negi Assistant Manager (C & P) Gasonet Services (RJ) Limited Corporate Office: 807, World Trade Tower, Setor-16, Noida, Uttar Pradesh. Pin Code-201301 Contact No.: +917490042375 Mail Id: dipesh.negi@gasonet.in

Please note that in accordance with the general conditions of tender, GSL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from M/s. Gasonet Services (RJ) Limited and M/s. Resonance Energy Pvt. Ltd. Website <https://www.gasonet.in/hmtl> and <https://www.energyworld.biz> for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission

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by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit M/s. Gasonet Services (RJ) Limited and Resonance Energy Pvt. Ltd. website, for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

4.0 BRIEF DESCRIPTION OF PROJECT AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA

The present project are Mechanical, Electrical and Erection work for DBS CNG stations Green field and on various existing Retail Outlets for Gasonet services Limited for supplying Natural Gas to Domestic, Commercial, Industrial consumers at Churu, Mandi, Pauri Garwal (Rishikesh) & Champawat GA.

4.1 PROJECT

CITY GAS DISTRIBUTION PROJECT FOR GSL, CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA

4.2 ITEM & QUANTITY REQUIRED

MENTIONED IN SCHEDULE OF RATES (SOR)

4.3 SCOPE OF WORK & SCOPE OF SUPPLY :

The scope of work covered in this Contract will be as described in **section-vi of Annexure-1**, Particular Job Specifications, Standard Specifications and Schedule of Rates etc. The scope of supply covered in this Contract will be as described in **Annexure-2**, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

4.4 FINANCIAL LOADING CRITERIA FOR DELIVERY SCHEDULE

For Delivery Period: In case bidder takes deviation in Delivery period specified in Tender document. The proposed deviation will be accepted subject to Financial loading on bidder's quoted rate as per the delayed delivery beyond Schedule delivery period, at the rate of 0.5% of the total quoted price per week or part thereof in line with Price Reduction Schedule.

5.0 BRIEF SCOPE.



**ANNUAL RATE CONTRACT FOR CNG DBS STATION
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- 5.1 Bidder scope also includes supply of materials as defined in bid documents.
- 5.2 Note-1: For detailed specification and requirements, refer Tender document.
- 5.3 Note-2: The bidder has to quote for all SOR line item. Bid submitted for part scope of work shall be liable for rejection.

6.0 CONTRACT PERIOD

- 6.1 The period of Contract shall be 02 (Two) Year from the date of LOA / first intimation from GSL, however the time schedule for completion of Mechanical, Electrical and Erection work for DBS CNG stations as defined in as Per Clause no.4.3 of IFB. This completion period inclusive of time for getting for permission form the statutory authorities and site mobilization etc. as applicable.
- 6.2 The scope of work shall be completed, as per instructions of the Owner.

7.0 BID VALIDITY

Bid should be valid for 180 days from the date of schedule submission.

8.0 BIDDING PROCEDURE

Open Domestic Competitive Bidding, Single stage Two bid system.

9.0 BID SECURITY/EMD

The bid security will be submitted as below.

Location/Area	EMD Amount INR
Churu	11,61,838/-
Mandi	4,70,614/-
Pauri Garwal (Rishikesh)	5,58,547/-
Champawat	6,64,853/-

Note- Bank detail

Gasonet Services (RJ) Limited

Bank Name- **HDFC BANK**

BANK ACC. NO. – **57500000994292**

IFSC CODE – **HDFC0004435**

BANK ADDRESS – Shop No.-10,11, Beverly Park, Plot No. -20, Sector-06, Palm Beach, Mumbai-400706, Maharashtra



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- 9.1 All bids must be accompanied by a bid security amount as per tender requirement.
- 9.2 Bid security shall be in the form of banker's bank guarantee from any Schedule bank approved by Reserve Bank of India (RBI) as per Performa attached in the Tender document. The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for 06 (Six) months from date of bid submission.
- 9.3 Bid security in the form of Demand Draft in favor of GASONET SERVICES LIMITED, payable at Noida is also acceptable from any Schedule bank approved by Reserve Bank of India (RBI).

10.0 BID EVALUATION CRITERIA (BEC)

10.1 Technical Evaluation

- 10.1.1 The bidder must have executed at least one single contract of composite civil construction works including supply of all materials, equipment, tools / tackles etc., in previous 7 years reckoned from last date for submission of un-priced bid of value as indicated in the below table.



Sr. No.	Location	Minimum executed value (in Rs.)
1.	Churu	58 Lakhs
2.	Mandi	23 Lakhs
3.	Pauri Garwal (Rishikesh)	27 Lakhs
4.	Champawat	33 Lakhs

OR

- 10.1.2 Construction of retail outlets (of minimum one no.) for dispensing of automotive fuels such as CNG /MS & HSD/Auto LPG involving Civil, Mechanical & Electrical Works, in previous 7 years reckoned from last date for submission of un-priced bid of value as indicated in the below table.

Sr. No.	Location	Minimum executed value (in Rs.)
1.	Churu	58 Lakhs
2.	Mandi	23 Lakhs
3.	Pauri Garwal (Rishikesh)	27 Lakhs
4.	Champawat	33 Lakhs

(* In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

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Further in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

Note:

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

A Job executed by a Bidder for its own plant/project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.

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



10.1.3 Detailed work order along with Schedule of Rates.

10.1.4 Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect. Execution certificate issued by the end user / owner / authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the aid execution certificate has been issued is ready for commercial use. In case of rate contract-satisfactory work execution certificate issued by end user/ owner/ authorized consultant.

Note:

The completion certificates shall have details like work order no. / Date, brief scope of work, completion date etc.

If a bidder quotes for more than one location, then the requirement of work order/purchase order will be calculated on cumulative basis.

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10.2 FINANCIAL CRITERIA

10.2.1 FINANCIAL CRITERIA FOR CHURU GA

a) Annual Turnover

The contractor should have achieved a minimum turnover of **INR. 145 Lakhs** in any one of the preceding 3 (three) audited financial years.

b) Net Worth

Net worth of the bidder must be positive as per last audited financial statement.

c) Working Capital

The contractor should have a minimum working capital of **INR. 29 Lakhs** as per latest audited balance sheet.

10.2.2 FINANCIAL CRITERIA FOR MANDI GA.

a) Annual Turnover

The contractor should have achieved a minimum turnover of **INR. 58 lakhs** in any one of the preceding 3 (three) audited financial years.

b) Net Worth

Net worth of the bidder must be positive as per last audited financial statement.



c) Working Capital

The contractor should have a minimum working capital of **INR. 11 Lakhs** as per latest audited balance sheet.

10.2.3 FINANCIAL CRITERIA FOR PAURI GARWAL (RISHIKESH) GA.

d) Annual Turnover

The contractor should have achieved a minimum turnover of **INR. 69 lakhs** in any one of the

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preceding 3 (three) audited financial years.

e) Net Worth

Net worth of the bidder must be positive as per last audited financial statement.

f) Working Capital

The contractor should have a minimum working capital of **INR. 13 Lakhs** as per latest audited balance sheet.

10.2.4 FINANCIAL CRITERIA FOR CHAMPAWAT GA

g) Annual Turnover

The contractor should have achieved a minimum turnover of **INR. 81 lakhs** in any one of the preceding 3 (three) audited financial years.

h) Net Worth

Net worth of the bidder must be positive as per last audited financial statement.

i) Working Capital

The contractor should have a minimum working capital of **INR. 16 Lakhs** as per latest audited balance sheet.



Note: If a bidder quotes for more than one location, then the requirement of Annual turnover and minimum working capital will be calculated on cumulative basis.

11.0 DOCUMENTS REQUIRED (FOR BQC)

11.1 The bidder shall submit “Details of Financial Capability of bidder” in prescribed format.

Further, copies of audited annual financial statements of last three years submitted.

If the bidder’s working capital is inadequate, the bidder should supplement it with a letter from the bidder’s bank having net worth not less than Rs. 100 Crores, confirming the availability of the line

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of credit to cover the inadequacy of working capital required as above strictly in the prescribed format.

Note: GSL/REPL shall not be responsible for any delay in receiving the tenders and reserve the right to accept/ reject any or all tenders without assigning any reason.

- 11.2 **DISCLAIMER:** Any revision, clarification addendum, corrigendum, time extension, etc. to the above tender will be hosted on GSL & REPL website only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated. (If the bidder's working capital is inadequate for the items(s) quoted, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above. Line of credit must contain Tender No., Tender Description and Client Name. Letter for line of credit must be issued by a scheduled bank).

Notes for Technical BEC

In case the bidder is executing a rate contract of above nature which is still running and the contract value executed till one day prior to tender issue date is equal to or more than the minimum prescribed value mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.

Notes for Financial BEC

In case of tenders having bid submission date up to 30th September of the relevant financial year and audited financial results of the immediately preceding financial year is not available, the bidder can submit the audited financial results of the three years immediately prior to the financial year in which bid is being submitted. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.



Bidder shall submit minimum following documents to establish their credentials to meet BQC.

- i) Purchase order/ Work Order copy
- ii) Completion / execution certificate from end user.
- iii) Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Auditor Report for last three preceding financial years.

11.3 **AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BQC**

Technical Documents for BQC

All documents in support of Technical Criteria of BQC to be furnished by the Bidder shall necessarily be duly certified.

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Financial Documents of BQC



Further, copy of audited annual financial statements submitted in bid shall be duly certified.

11.4 PRE-BID MEETING

- a) Pre-bid Meeting shall be held physically at M/s. Gasonet Services Ltd, 807, world Trade Tower, Sector-16, Noida-201301.
- b) A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail as mentioned in the TENDER DOCUMENT. All questions/ queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting. Email for correspondence shall be prabhakar@gasonet.in, dipesh.negi@gasonet.in, cp11@energyworld.biz , prakriti@energyworld.biz,
- c) Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavor to attend the same.
- d) Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever, to raise any queries or concerns regarding any part of the TENDER DOCUMENT, subsequent to the meeting. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the pre- bid meeting.



12.0 GENERAL

- 12.1 GSL also reserves the right to award rate contract for a shorter duration than Two -year period envisaged at present. GSL reserves the right to increase or decrease the scope of work before or after award of work.
- 12.2 Bids through Hard copy only. and Fax/ E-MAIL are not acceptable.
- 12.3 GSL reserves the right to reject any or all the bids received at its discretion without assigning anyreason whatsoever.
- 12.4 Bid document is non-transferable. Bid received from the bidders in whose name, Processing fee has been submitted (Non-refundable, to M/s. Gasonet Services Limited), shall only be considered.
- 12.5 Purchaser/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 12.6 The Bidder should not be on holiday list/ blacklisted by any government (National, State or local Governments), PSU, PSU-JV, government ministry and/ or other government entities, CGD Company in India.

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13.0 EVALUATION METHODOLOGY

- 13.1 The “Schedule of Rates” including GST quoted for location Churu, Mandi, Pauri Garwal (Rishikesh) & Champawat GA shall be carried out on Totality/overall L-1 basis. The total quoted price in “Schedule of Rates” for complete scope of work shall be taken up for evaluation.
- 13.2 Gasonet may split the quantity between two bidder’s in each SOR / Group in the ratio of L1:L2::60:40 provided L-2 Bidder matches the evaluated prices of L-1 bidder. In the event, L-2 is not accepting L-1 rate, Gasonet may seek the consent of successive higher bidders.
- 13.3 Maximum Two parts shall be awarded to single bidder based on its meeting the eligibility criteria on least cost basis.
- 13.4 In case it is observed that any bidder has not quoted (left blank) for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- 13.5 If after evaluation, such bidder is found to be the lowest evaluated bidder, the rated for the missing item shall be considered as included in quoted bid price.
- 13.6 If the estimated price impact of the unquoted (left blank) items is more than 10% of the bidder’s quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 13.7 Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the bid, shall not be considered. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

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INSTRUCTIONS TO BIDDERS (ITB)

(SECTION II)



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A. INTRODUCTION

1.0 SCOPE

- 1.1 Purchaser invites bids through open domestic competitive bidding mode for the entire work as specified in the Bid documents (hereafter referred to as the Work) on rate contract basis.
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Owner reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2.0 ELIGIBILITY OF BIDDERS

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.
- 2.4 The bidder should not be on holiday or blacklisted by Purchaser or any Government Department/ Public Sector/ Joint Venture CGD company of PSU. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

3.0 ONE BID PER BIDDER

- 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.
- 3.3 Alternative bids are not acceptable.

4.0 COST OF BIDDING

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Owner will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS

Bid document is non-transferable.

6.0 SITE SURVEY

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.



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- 6.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of ordamage to property and any other loss, damage, cost and expenses incurred as a result thereof.

B. BID DOCUMENTS

7.0 CONTENTS OF BID DOCUMENTS

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instructions to Bidders (ITB):

- 7.1.1 Volume I : Commercial
Section – I : Information for Bid (IFB)
Section – II : Instructions to Bidders (ITB)
Section – III : General Conditions of Contract (GCC)
Section – IV : Special Conditions of Contract (SCC)
Section – V : Forms and Formats
Section – VI : Schedule of Rates
Volume – II : Technical

- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing via email. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded on Resonance Energy Pvt. Ltd. website <https://www.energyworld.biz>, <https://www.gasonet.in/html> along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

9.0 AMENDMENT OF Bid DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 9.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on the REPL websites before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidders query hosted on the above websites before submitting the bid.
- 9.3 Bidders are advised to visit Resonance Energy Pvt. Ltd. (REPL) website from time to time to get updated information / documents.
- 9.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.



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- 9.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BID DOCUMENT

10.0 LANGUAGE OF BID

- 10.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.
- 10.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

11.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of the following components:

- 11.1 The detailed requirements, specifications and scope for items/ services required are prescribed in the TENDER DOCUMENT. The BIDDER is expected to examine all instructions, forms, terms and specifications mentioned in the TENDER DOCUMENT.
- 11.2 The BIDDER is expected to thoroughly examine and understand TENDER DOCUMENT including all exhibits, annexures, Forms, Formats, drawings etc., enclosed in the TENDER DOCUMENT, before submitting the BID.
- 11.3 The successful BIDDER shall be expected to complete the Scope of TENDER DOCUMENT within the period stated in the TENDER DOCUMENT.
- 11.4 Failure to furnish all information required by the TENDER DOCUMENT or submission of a BID not substantially responsive to the TENDER DOCUMENT in every respect shall be at the BIDDER'S risk and responsibility and may result in rejection of its BID.
- 11.5 The BIDDER shall quote non-zero prices for all the line items strictly as per format for SCHEDULE Of RATES (SOR) enclosed/published with the TENDER DOCUMENT. The BID is liable to be rejected if there is any deviation from the SCHEDULE Of RATES (SOR) format, item/ service description, unit of measurement, quantities or any other format, condition or content prescribed in the TENDER DOCUMENT. The BID shall be rejected if BIDDER does not quote for any line item in the SCHEDULE Of RATES (SOR).
- 11.6 BIDDER shall quote for all the items of SCHEDULE Of RATES (SOR) after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the SCHEDULE Of RATES (SOR). In case of any activity, though specifically not covered in description of item under SCHEDULE Of RATES (SOR), required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, or any other part of TENDER DOCUMENT, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.7 The BIDDER or any of its personnel or agents shall be granted permission by the OWNER to enter its premises and land for the purpose of such visits, but only upon the express condition that the BIDDER, its personnel, and agents shall indemnify the OWNER and its personnel and agents from and against all liabilities in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 11.8 Copy of Invitation for Bid letter along with its enclosures accompanying the TENDER DOCUMENT and all further correspondence shall be submitted with sign and seal with the BID.
- 11.9 All the pages of all sections of TENDER DOCUMENT shall be signed and sealed at the lower right hand corner by the BIDDER or by a person holding 'power of attorney' authorizing him/her to sign on behalf of the BIDDER before submission of BID.
- 11.10 All correction(s) and alteration(s) in the BID shall be signed and sealed in full by the BIDDER. No erasure or over writing is permissible.



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- 11.11** If the TENDER DOCUMENT are submitted in company's name, a 'Power of Attorney', in the format given in Tender (Ref. Form F-4), in favor of the person who is authorized to sign BID on behalf of the company, must accompany the BID.
- 12.0 BID FORM**
- 12.1** The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 11 of ITB above.
- 12.2** In two-part bidding as specified in IFB cl.no.21, Bidder shall furnish its sealed bid in two parts, the first part will contain all bid forms with related documents, SOR without prices, bid security/EMD & tender fee but not the price schedule, the second part will contain only price schedule, each such part being furnished in two separate sealed envelopes.
- 13.0 BID PRICES**
- 13.1** The Prices should be quoted in INR only.
- 13.2** The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes, duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, etc. but exclusive of Goods & Service Tax as specified in 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.
- 13.3** Goods & Services Tax (GST) to be quoted @18.00%.
- 13.4** Bidder must quote for complete scope of work & indicate prices against each SOR line item. Bid submitted for part scope shall be rejected.
- 13.5** Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Awarded work. These prices will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 13.6** Bidders to indicate HSN/SAC Code & % of GST applicable in un-priced SOR.
- 13.7** All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.
- 13.8** Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, insurance (including freight insurance), conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, loading & unloading at GSL site/store etc. and nothing extra shall be payable by the Purchaser.
- 13.9** Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 14.0 PRICE BASIS**
- 14.1** Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes for Indian bidders).
- 15.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**
- 15.1** Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 15.2** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: that the Bidder has the financial and technical capability necessary to perform the contract; that the Bidder meets the qualification criteria stipulated in the tender.



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16.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS

16.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

16.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

a detailed description of the essential technical and performance characteristics of the goods;

an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

16.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

17.0 PERIOD OF VALIDITY OF BIDS

17.1 The bid shall remain valid for 180 days from the bid due date. Owner may reject a bid which is valid for a shorter period being non-responsive.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause in all respects.

18.0 BID SECURITY/EMD

EMD / Bid security shall be submitted by the bidder as per clause no. 9.0 of IFB

19.0 FORMAT AND SIGNING OF BID

19.1 The bidder shall prepare an original bid as required in the tender submitted same in GSL's Noida office.

19.2 All copies of the bid submitted shall be typed or written and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.

19.3 The bid shall contain no alterations, interlineations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

20.0 ZERO DEVIATION ACCEPTANCE

20.1 This is a Zero Deviation Bidding process. BIDDER shall ensure compliance of all provisions of the TENDER DOCUMENT and submit their BID accordingly. BID with any deviation to the TENDER DOCUMENT shall be liable for rejection.

20.2 BIDDER shall furnish a declaration for Zero Deviation Acceptance on letter heads as per the format given in Tender (Ref. Form F-2).

20.3 BIDDER should note that no technical and commercial clarifications shall be sought for after the submission of the BID.

20.4 Conditional BID shall not be acceptable.



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21.0 PUBLIC PROCUREMENT POLICY FOR MICRO, SMALL AND MEDIUM ENTERPRISES

21.1 Following provision has been incorporated in tender for MSEMs, 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 Small Enterprises and Medium (MSEMs)

i) Issue of tender document to MSME free of cost.

ii) Exemption to MSME from payment of EMD/ Bid Security.

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

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

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



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

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

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

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

- (i) A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Cr. and Turnover does not exceed Rs. 5 Crs.;
- (ii) A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crs. and Turnover does not exceed Rs. 50 Crs.;
- (iii) A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crs. and Turnover does not exceed Rs. 250 Crs.;

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22 **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

In the aforesaid notification, it is also mentioned that existing MSEs are to obtain “Udyam Registration No.” w.e.f. 01/07/2020 and the existing certificates of MSEs are continued to be valid till 31/12/2021.

22.0 In view of above, it is clarified that following documents are to be submitted by MSEs:

- (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

- (ii) An enterprise registered prior to 30.06.2020 and who are not reregistered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

22.0 PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

22.1 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>.

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

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

22.3 "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

22.4 "Bidder from a country which shares a land border with India" for the purpose of this:

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

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



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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 22.6** "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

D. SUBMISSION OF BIDS

23.0 INSTRUCTIONS FOR BID SUBMISSION

BIDDER shall submit the BID in two packets, with the contents as defined below:

- 23.1** Bids should be submitted in complete accordance with the bid documents / attachments separately in two parts in sealed envelopes super-scribed with the Bid Documents Number, Due date, Item and nature of bid (Technical, Priced) as follows:

Part - I : TECHNICAL BID

Part - II : PRICED BID

- 23.2** The two envelopes, containing Part-I and Part-II of offer, shall be duly sealed and respective cut-out slip enclosed with this Letter Inviting Tender and shall be pasted on each envelope. Name & address of the bidder shall be mentioned on each cut- out slip. These three sealed envelopes shall be further kept in a larger envelope & which shall also be duly sealed. Cut-out slip meant for complete offer shall be pasted on it with name and complete address & contact number of the bidder.

- 23.3** The Technical bid shall contain the following:

- i) one set of the tender copy (vol I & vol II) duly signed and stamped on each page as token of having read



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- and understood the terms, scope and other details along with corrigendum/addendum (if any).
- ii) Brochures/catalogues/technical details of the components of the Material Offered.
 - iii) BQC documents
 - iv) Bid Security/EMD
 - v) Tender Fees

The technical bid shall be opened on the due date and time of the tender i.e. at our Noida office. Bidders may be present at our office on the due date and time to witness the technical bid opening. Upon evaluation of the technical bids and assessing the technical acceptability of the offers, the price bids of technically acceptable offers of the parties shall only be opened. The date and time of opening of the price bids of the technically acceptable offers of the parties will be intimated to the respective bidders. Such bidders may be present at our Noida office on the date and time so intimated to witness the price bid opening.

- 23.4** GSL may increase / decrease the quantities indicated in the SOR prior to placement of order and the successful bidders shall supply the revised quantities on placement of order.
- 23.5** Bidder can quote for any or all of the items as the Bids will be split evaluated. In case, Bidder does not supply any of the Materials listed in SOR, the same shall be written as “Not Quoted”.
- 23.6** Time is essence of the tender and considering the same the vendors shall indicate their best delivery schedule in their technical bids.
- 23.7** The Price Bid shall contain the price expected by the party for supply as per the specifications. The prices quoted by the Bidders should be inclusive of applicable taxes GST, Freight, P&F, Insurance, Loading & Unloading, Custom duty and other applicable charges etc. at GSL Stores/Sites) whichever is applicable.

24.0 DEADLINE FOR SUBMISSION OF BID



- 24.1** The Owner may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 24.2** The bid must be submitted physically on Gasonet office address at Gasonet Services (RJ) Limited Corporate Office: 807, World Trade Tower, Setor-16, Noida, Uttar Pradesh. Pin Code-201301 on or before Bid due date. No any Bid Submission will be accepted after Bid due date and time.

25.0 LATE TENDER/SUBMISSION OF TENDER AFTER THE OPENING OF THE TENDERS (Void)

All tenders received after the notified time and date of closing of tenders either from the tender box or through other means namely by post, courier, or received in the receipt section will be treated as late tenders and shall not be considered for evaluation. Such late bids shall be returned back to bidder in un-opened condition marking it as late bid. In case of bid shall not be considered for evaluation, if EMD is received after specified date in the tender. The same shall be returned back to bidder.

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 26.1** After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 26.2** No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the action as per declaration submitted by bidder.

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E. BID OPENING AND EVALUATION

27.0 BID OPENING

- 27.1** The Purchaser will open all bids at client/PMC registered office, in the presence of Bidders' representatives who choose to attend, at the time, on the date and place as specified in IFB. The Bidders' representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 27.2** The Bidder's names bid modifications or withdrawals, and the presence or absence of declaration and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.
- 27.3** Bids (and modifications sent pursuant to ITB Clause 25) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 27.4** The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

28.0 CLARIFICATION OF BIDS

- 28.1** All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in Toto failing which their bids are liable to be rejected.
- 28.2** During evaluation of the bids, the Owner / Consultant may, at its discretion, if required, ask the Bidder for a clarification of its bid. The request for clarification and its response shall be through the e-tendering portal only, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 28.3** Bidder to ensure submission of all requisite documents as per checklist given in Techno Commercial Proposal sheet.

29.0 CONTACTING THE OWNER

- 29.1** From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.
- 29.2** Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 29.3** Each Bidder should notify Purchaser of any error, fault, omission, or discrepancy found in this tender document, at-least two (02) days prior to bid submission date, itself detailed out in this document earlier.

30.0 PRELIMINARY EXAMINATION OF BIDS

TECHNO-COMMERCIAL BID EVALUATION

- 30.1** The Owner/ Consultant will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 30.2** Prior to the detailed evaluation, the Owner/ Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 30.3** No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.
- 30.4** The Owner/ Consultant's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Owner.
- 30.5** The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to



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determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Owner/ Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors :

- 30.6** Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 30.7** Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.
- 30.8** Requisite forms contain all necessary information stipulated in the Bid Document.

31.0 REJECTION CRITERIA

- 31.1** Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 31.2** The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

- i) Firm price
- ii) Bid security/EMD
- iii) Bidder Qualification Criteria (BQC) and scope of work
- iv) specifications
- v) price schedule in other than prescribed format or with insertion of any condition(s)
- vi) delivery / completion schedule
- vii) period of validity of bid
- viii) price reduction schedule
- ix) performance bank guarantee/ security deposit
- x) guarantee/warranty of goods / work
- xi) arbitration / resolution of dispute
- xii) force majeure
- xiii) applicable laws
- xiv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- xv) non-submission of price bid in price bid envelope/cover-2
- xvi) if the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price
- xvii) non-submission of declaration regarding holiday listing status
- xviii) Prices if received in unpriced bid envelope / cover-1 shall not be considered for evaluation and bid shall be summarily rejected.
- xix) Penalty provisions

32.0 ARITHMETIC CORRECTIONS



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32.1 In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail, and the total bid amount will be corrected.

32.2 If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

33.0 EVALUATION AND COMPARISON OF BIDS

33.1 Evaluation will be carried out on Totality basis. The total quoted price in “Schedule of Rates” for complete scope of work shall be taken up for evaluation.

33.2 Only those price bid offers which meets the eligibility criteria will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.

33.3 After opening of price bid, tax rates as quoted by different bidders for each item shall be compared and if any variation is observed amongst the qualified bids, then confirmation on applicable HSN/SAC codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

34.0 OTHER CONDITIONS RELATED TO BID EVALUATION

34.1 Canvassing in any form will make the bid liable for rejection.

34.2 Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.

34.3 Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation Criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.

34.4 Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.

34.5 Bid should be complete covering the total scope of work indicated in the Bid documents.

34.6 Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

35.0 PERFORMANCE CAPABILITY

35.1 In case of pre-qualification, the Owner/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

35.2 The determination will take into account the Bidder's financial, technical, and capacity of bidder as per qualification criteria in IFB. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Owner/Consultant deems necessary and appropriate.

35.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Owner/ Consultant will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

36.0 AWARD CRITERIA

36.0 Award of contract shall be done as per clause no. 85.5 of SCC.

36.1 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the



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bidder having higher/ highest turnover in last audited financial year.

36.2 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid as defined in ITB clause 33, provided further that the Bidder is determined to be qualified to perform the order satisfactorily.

37.0 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

37.1 Owner reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.

37.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e., no price adjustment shall be allowed after bid submission.

38.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Owner's action.

39.0 CONTRACT NEGOTIATIONS

39.1 Purchaser will enter into negotiations with the preferred Bidder to identify any needed revisions to the proposal, both technical and commercial. The final contract must stipulate that the Bidder will deliver the services and other requirements as stated in the tender. The Bidder should also be aware that the following documents may be included as attachments to the final contract:

39.2 Response to this tender i.e. Techno-Commercial Un-Priced Bid and Price Bid, including any supporting documents and correspondence between the two parties pertaining to the tender.

39.3 Any modifications to the bid.

39.4 An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.

40.0 NOTIFICATION OF AWARD /LOA

40.1 Prior to the expiration of period of bid validity, the Owner will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.

40.2 The date of Letter of Acceptance (LOA) for notification of Award will constitute effective date.

40.3 Contractor to ensure a Kick off meeting within seven (07) days of issuance of LOA, at GSL as per the agenda finalized by Owner/ Consultant.

40.4 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 42.0, the Owner will promptly notify each unsuccessful bidder.

41.0 ACCEPTANCE OF WORK ORDER

Owner will issue the Work Order to the successful bidder on receipt of acceptance of LOI, within 15 days of award of work bidder shall sign all pages and return the acceptance copy of the Work Order to the Owner.

42.0 CONTRACT PERFORMANCE BANK GUARANTEE

42.1 Within thirty (30) days of the receipt of the work order, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.

42.2 The Contract Performance Bank Guarantee shall be of **10 %** amount of total contract value towards faithful Performance of the contractual obligations and performance of work / equipment, as described form of tender.

42.3 The Contract Performance Bank Guarantee shall be released within 90 days after the expiry of defect liability period.



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42.4 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

43.0 CORRUPT AND FRAUDULENT PRACTICES

43.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:

- a. defines for the purposes of this provision, the terms set forth below as follows:
- b. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- c. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- d. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- e. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

43.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

44.0 INCOME TAX LIABILITY

The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

45.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE

45.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA) or registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

45.2 The date of letter of acceptance for notification of award will constitute effective date.

45.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.

45.4 Upon the successful Bidder’s furnishing of the Contract Performance Bank guarantee pursuant to ITB Clause, the Purchaser will promptly notify each unsuccessful Bidder and will discharge the bid security of such Bidders.

45.5 Letter of Acceptance read in conjunction with bid documents shall be binding Contract.

46.0 EMPLOYEE PROVIDENT FUND (EPF)

Bidders have to furnish the proof of existing Employee Provident Fund details. Bidder who fails to furnish proof in respect of separate PF Code/No. of the concerned RPF Commissioner/Authority, their bids shall be liable rejection.

47.0 DOCUMENT PRECEDENCE

47.1 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

- a. Letter of Acceptance
- b. Schedule of Rates as enclosures to Letter of Acceptance



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- c. Special Conditions of Contract
- d. Job / Particular Specifications
- e. Scope of Work
- f. Drawings
- g. Technical / Material Specifications
- h. General Conditions of Contract
- i. Indian Standards
- j. Other applicable Standards

48.0 GENERAL

- 48.1** Any failure on the part of the Owner at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not affect or deprive the Owner to exercise the same at any later date.
- 48.2** The work will be supervised by Owner's Engineer-In-Charge, or his representative and the Contractor has to strictly adhere to his instructions.
- 48.3** During the tenancy of this contract, Owner can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.
- 48.4** Contractor will have to mobilize manpower & equipment as discussed in kick off meeting within 30 days from the date of Letter of Intent (LOI). The contract period shall be reckoned from the date of LOI.
- 48.5** The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Owner or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.



49.0 SINGLE POINT RESPONSIBILITIES

- 49.1** The bidder shall submit bid on single point sole / prime bidder responsibility basis. No consortium / joint bid shall be accepted.
- 49.2** The status of all the other bidder(s) / collaborator(s), if any, referred / identified by the bidder in their offer shall be that of bidder's sub-bidder / Contractor / sub-service provider.

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GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III

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1 DEFINITIOS

GENERAL CONDITIONS OF CONTRACT

All the initial capitalized terms used in the Agreement shall have the meaning as described to such terms hereunder:

- 1.1 ‘Agreement’ or ‘Contract’ means the agreement entered into between the Owner and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.2 ‘Completion Schedule’ or ‘Delivery Schedule’ means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.3 ‘Consultant’ means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement.
- 1.4 ‘Contract Documents’ mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.5 ‘Contract Price’ means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.6 ‘Day’, ‘Month’ or ‘Year’ means calendar day, calendar month or calendar year.
- 1.7 ‘Engineer’ means an authorized representative of the Owner, if any, to which the Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Owner. For avoidance of doubt, Consultant maybe an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Owner, mutatis mutandis.
- 1.8 ‘Effective Date’ means a date on which Contractor’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.9 ‘Goods’ means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement.
- 1.10 ‘GCC’ means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.11 ‘Inspector’ means any person or outside Agency nominated by Owner to inspect equipment, stage wise as well as final, before despatch, at Contractor’s works and/or on receipt at Site as per terms of the Agreement.
- 1.12 ‘Notification of Award’ means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.13 ‘Purchaser’ /or ‘Owner’ means the organization purchasing the Goods / services, i.e. GASONET.

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- 1.14 ‘Services’ or ‘Ancillary Services’ means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 1.15 ‘Site’ or ‘Owner’s stores’ means the place Gasonete or places named in tender document.
- 1.16 ‘SCC’ means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.17 ‘Supplier’ or ‘Seller’ or ‘Contractor’ means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.18 ‘Bid’ or ‘Tender’ shall have the same meaning.

2 INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that
- (i) Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or

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- (ii) Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - (iii) Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

4 CONTRACT PERFORMANCE BANK GUARANTEE

- 4.1 Within 30 days of the award of work order, the successful bidder shall furnish the performance guarantee in the form as provided in the Bid documents.
- 4.2 Within 30 days from the date of issue of individual Work Order, the Bidder shall furnish Performance Guarantee in the form of Bank Guarantee to the PURCHASER, for an amount equivalent to 10% of the Order value (Excluding taxes & duties).
- 4.3 The Contract Performance Bank Guarantee shall be valid for a period of Three (3) Months beyond the expiry of Contract including the defect liability period.
- 4.4 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.
- 4.5 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.
- 4.6 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Owner as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 4.7 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:
- 4.8 A bank guarantee issued by a scheduled / nationalized bank is acceptable to the Owner, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Owner and returned to the Contractor not later than One hundred eighty (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.
- 4.9 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5 INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 3.0.

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6 TRANSPORTATION

6.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from Owner’s store and Transportation to place of work including its coverage for transit insurance.

7 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Biddocument and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.

7.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.

7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goodsor parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time oftheir replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the eventof any correction of defects or replacement of defective material during the warranty period, the warranty for thecorrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months fromthe date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shallbe 12 months from the date of handing over of the system to GASONET.

7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner mayproceed to take such remedial action as may be necessary, at the Contractor’s risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.



8 PRICES

8.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall beon firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

9 TAXES, DUTIES, ETC.

9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materialsand all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

9.2 Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub- Contractor of such laws, suits or proceedings that may be brought against the

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Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10 STATUTORY VARIATION

10.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in GST, which shall be reimbursed by Owner against documentary evidence submitted by the Contractor.

11 PAYMENT

11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In-Charge within 30 (Thirty) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer Annexure -5 of SCC Payment will be done within 30 days after acceptance & approval of Bill.

11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.



12 SUBCONTRACTING

12.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.

12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.

12.3 For any subcontract, the Owner is entitled to demand from the Contractor, for approval of the list of sub- contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the Owner cannot give rise to any legal bond between the Owner and the sub-contractors and leaves full responsibility only to the Contractor.

12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.

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13 DELAYS IN THE CONTRACTOR'S PERFORMANCE

13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.

13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.



13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

13.3 In such events of above sub-clauses:

13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorized or required to be reserved or retained by the OWNER.

13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR

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if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.



13.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

14 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13

14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

15 TERMINATION FOR DEFAULT

15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other

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measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.

- 15.2 The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

16 CHANGE IN CONSTITUTION

- 16.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

17 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE



- 17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

18 CONTRACTOR'S OFFICE AND STORE AT SITE

- 18.1 The CONTRACTOR shall provide and maintain an office and at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.
- 18.2 The contractor shall provide and maintain stores at site with sufficient covered area and lock & key arrangement for receiving, proper stocking and issue/return of all material under his scope of work as defined in the tender document. Further, the contractor shall maintain proper documentation of stocks and receipt & issue of material and update the same on daily basis by deploying dedicated resources as specified by the Engineer-In-Charge. The space so provided shall be in addition to and distinctly separate from the free- issue material by the Purchaser for proper identification and verification of both types of stocks at any time.

19 CONTRACTOR TO INDEMNIFY THE OWNER

- 19.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable

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for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

19.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

19.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

20 SAFETY REGULATIONS

20.1 In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the Owner indemnified in respect thereof.

21 OTHER AGENCIES AT SITE



21.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

22 LIENS

22.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

22.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

23 TERMINATION FOR OWNER'S CONVENIENCE

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- 23.1 The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.
- 23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.
- 23.3 For the remaining Goods, the Owner may elect:
- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
 - (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
 - (c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.



24 PAYMENT IF THE CONTRACT IS TERMINATED

- 24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- (d) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
 - (e) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.
- 24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.
- (f) Any and all completed works.
 - (g) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25 NO WAIVER OF RIGHTS

- 25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

26 PLANNING

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26.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to Owner not later than fifteen (15) Days from date of Notification of Award the following:

26.2 A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

26.3 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.

26.4 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

26.5 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

27 PROGRESS

27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.

27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.

27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.



27.4 The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

28 WORK IN MONSOON AND DEWATERING

28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

29 WORK ON SUNDAYS AND HOLIDAYS

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29.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN- CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

30 SETTLEMENT OF DISPUTES

30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.

30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of GASONET, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to GASONET in any manner whatsoever.

30.5 The Arbitration proceedings shall be held in Noida and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

30.6 It is hereby clarified that the Courts at Noida alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.



30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31 LIMITATION OF LIABILITY

31.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the Owner and the aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

32 GOVERNING LANGUAGE

32.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

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33 APPLICABLE LAW

33.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Noida shall have exclusive jurisdiction

34 NOTICES

34.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35 INSURANCE

35.1 General

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.



Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability

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or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB- CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the DeclarationForms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement ofthe SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and

Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's orSUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT untilthe CONTRACTOR shall furnish satisfactory proof that all contributions as required by the EmployeesState Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESIAct is extended to the place of work.

ii) **WORKMEN COMPENSATION AND OWNER'S LIABILITYINSURANCE:**



Workmen Compensation, Medclaim policy and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees (except those who are covered in ESI scheme against submission of documentary evidence) policy, who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if suchemployees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

iii) **ACCIDENT OR INJURY TO WORKMEN:**

The PURCHASER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages

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and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to GASONET site and or any free issue materials issued by GASONET, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including PURCHASER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Ownership of such vehicles.

vi) Comprehensive General Liability INSURANCE

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub- Contractor's or from riots, strikes and civil commotion.

Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.



The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage's which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.

vii) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

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Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual work order.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

viii) Contractor require to pay the wages as notified time to time by Chief Labour Commissioner (Central) / Ministry of Labour & Employment under Minimum Wages Act 1948.

The Contractor shall discharge obligations as provided under various statutory enactment & comply with all statutes/rules/regulations including but not restricted to the following Acts and regulations with regard to the Contractor's representatives.



- a. Contract Labour Regulation and Abolition Act, 1970:
- b. Minimum Wages Act, 1948(Central)
- c. Payment of Wages Act, 1936
- d. ESI Act, 1948
- e. EPF Act, 1952
- f. Workmen Compensation Act 1923
- g. The Payment of Bonus Act 1965.
- h. Maternity Benefit Act 1961
- i. Any other laws, as applicable.

ix ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:
)

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

36 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

36.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

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36.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damageresulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Tenlakhs.

36.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees,agents, representative of SUB-CONTRACTOR.

37 DATE OF COMING INTO EFFECT

37.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified inSCC.

38 EXECUTION OF WORK

38.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER- IN- CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT

39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES



39.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools,& Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the Same. Bidder in his own interest may contact, for any clarifications in the matter concerne

agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

40 CARE OF WORKS

40.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions

41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

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41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

41.2 In such cases, a change order will be initiated by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter

42 OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43 POSSESSION PRIOR TO COMPLETION

43.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

44 SUSPENSION OF WORKS



44.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

44.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT

45 CARE OF WORKS

45.1 Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

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- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.



45.2 Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

46.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound

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or

46.2 imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment's upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

46.3 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided

for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

47 DEFENCE OF SUITS

47.1 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB- CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.



48 DEDUCTIONS FROM THE CONTRACT PRICE

48.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

49 COMPLETION CERTIFICATE

49.1 Application For Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally

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issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.



49.3 Completion certificate documents

For the purpose of Clause 49.2 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50 **FINAL DECISION AND FINAL CERTIFICATE**

50.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a

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certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have

been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

51.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

52 CONTRACTOR’S RESPONSIBILITY

52.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

52.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor’s payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.

52.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.



52.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

52.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor’s personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

53 MODIFICATION IN CONTRACT

53.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

53.2 Owner shall not be bound by any printed conditions or provisions in the Contractor’s Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any

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conditions at variance with or supplemental to Contract.

54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

54.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

55 SUB-LETTING OF CONTRACT

55.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of Owner.

56 EMPLOYMENT LIABILITY OF CONTRACTOR

56.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.

56.2 The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

56.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57 COMPLIANCE OF LAWS



57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour (“Regulation & Abolition”) Act 1970 and Acts made thereafter

57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act

57.4 1948, Contract Labour (“Regulation & Abolition”) Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

57.5 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees

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as well as the Owner's contribution to the

Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.



- 57.6 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 57.7 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal /legal consequences.
- 57.8 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton workingoveralls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by Owner.
- 57.9 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

58 THE ENGINEER-IN-CHARGE

- 58.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 58.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 58.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

59 REPATRIATION AND TERMINATION

- 59.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.
- 59.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.
- 59.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not

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limited repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

60 INDEMNITY

60.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923, Personnel Injury (Compensation Insurance) Act,

ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.



61 CONTRACTOR’S SUB-ORDINATE STAFF AND THEIR CONDUCT

61.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment’s, mater ails, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working.

Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

61.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-In- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-In- Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

61.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer -In- Charge upon any matter arising under this clause shall be final.

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The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

- 61.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labor and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

62 JURISDICTION

- 62.1 The contract shall be governed by and constructed according to the laws in force in India and the Courts at Noida alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

63 FORCE MAJEURE

- 63.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, 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.
- 63.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.
- 63.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides,
Contractor shall stop the Work. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.
- 63.4 Upon the occurrence 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 within forty eight (48) Hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 63.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.



64 GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1. SUBMISSION OF TENDER

- A. The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

2. STATUTORY LEVIES

- A. The Contractor accepts full an exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central I State enactments, in respect of sale of goods I

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services covered under this bid shall be to GASONET's account, so long as:

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
 - The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.
- B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable GASONET to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable GASONET to take input Tax Credit.

In case, GASONET is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods I service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the GASONET for any loss, direct or implied, accrued to the GASONET on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.



65 General Terms & Conditions For Supply

1. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to GASONET. The nature and extent of such levies shall be shown separately

2. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to GASONET as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. GASONET shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes I Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer I bid or new taxes I duties I levies imposed by the Indian

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Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the GASONET shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.

- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to GASONET on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. GASONET shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to GASONET's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to GASONET for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by GASONET up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the Due dates etc. to enable GASONET to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable GASONET to take Input Tax Credit



In case, GASONET is not able to take Input Tax Credit due to any noncompliance / default / negligence of the seller of goods I service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the GASONET for any loss, direct or implied, accrued to the GASONET on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

66 GENERAL TERMS & CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

A STATUTORY LEVIES, TAXES AND DUTIES

- 1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes & duties, if applicable which will be quoted separately.
- 2 All Domestic Consulting-firm's should have GST registration and to provide a copy of such

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registration certificate and classification of service along with bid document unless exempted for which necessary document support is provided.

- 3 In case of Foreign Consultants, where the service is provided from the establishment within India, clause 1 and as applicable to Indian Bidder in 2 would apply. Where the service is provided from the establishment situated outside India, GST tax will be paid by the Owner as recipient of service as per existing Act & Rules.
- 4 The Owner may claim Input Tax credit. The bidder should quote GST separately. Bidder should provide tax invoice as per the act I rules to enable owner to claim Input Tax Credit.
- 5 All taxes & duties payable outside India in respect of performance of the contract shall be borne & paid by the Consultant. The Consulting-firm shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.
- 6 Unless specifically provided for in the tender documents or any Special Conditions, Variations of taxes i.e. GST quoted in price bid arising out of the amendments to the Central I State enactment, in respect of services covered under this bid shall be to Owner's account, so long as:
 - (i) They relate to the period from the date I time of opening of the bid, but before the contractual completion period (excluding permitted extensions due to delay on account of the Consulting-firm, if any) or the actual completion period, whichever is earlier; and
 - (ii) The consultant furnishes documentary evidence of incurrence of such variations, in addition to the invoices and filing required returns for claiming Input Tax credit, wherever applicable.
- 7 The Consultant shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the delivery and payment schedule execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Consultant.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable GASONET to take Input Tax Credit.



In case, GASONET is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the GASONET for any loss, direct or implied, accrued to the GASONET on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

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SPECIAL CONDITIONS OF CONTRACT (SCC)



(SECTION – IV)

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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this contract wherever so required.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at this cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.5 The material, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATION contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i Letter of acceptance / FOI along with statement of agreed variations.
 - ii Schedule of Rates as enclosures to letter of Acceptance.
 - iii Scope of work.
 - iv Drawings.
 - v Technical / material Specifications.
 - vi Special Conditions of Contract.
 - vii Instruction to Bidders
 - viii General conditions of contract
 - ix Indian standards
 - x Other applicable standards

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- 1.7 It will be the CONTRACTOR’s responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards engineering practice as per the instructions/ directions of the Engineer-in-charge which will be binding on the CONTRACTOR.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY



The scope of work covered in this Contract will be as described in section – v of **Annexure-1**, Particular Job Specifications, Standard Specifications and Schedule of Rates etc. The scope of supply covered in this Contract will be as described in **Annexure-2**, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

- 3.1 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same.

The Employer/Consultant shall not supply water, power and other utilities.

- 3.2 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor’s office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.
- 3.3 Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such tree being cut shall be prepared and forest/ municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of saplings in that area. Cutting of trees for any purposes (fuel etc.) by workers is strictly prohibited.



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4.0 TIME OF COMPLETION

- 4.1 The work shall be executed strictly as per Time schedule given in **Annexure-3** in the bidding document. The period of completion given includes the time required for mobilization [15 (fifteen) days] as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.
- 4.2 A joint program of execution of work will be prepared by the Engineer-in-Charge and Contractor. This program will take into account the time of completion mentioned above
- 4.3 Monthly/ weekly construction program will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programs as above clause. The Contractor shall scrupulously adhere to these Targets/ program by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly program. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 4.4 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the Employer/Consultant at its option may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.
- 4.5 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the Proforma prescribed by the Engineer-in-Charge.
- 4.6 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

5.0 DRAWINGS AND DOCUMENTS

- 5.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/ Consultant. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/ units. Construction shall be as per drawings/ specifications issued/ approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. GSL shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

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5.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/ Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/ drawings & submissions made to Employer/ Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

5.4 The review of documents and drawings by Employer/ Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/ documents reviewed by Employer/ Consultant, Contractor shall incorporate the comments as required and ensure their compliance.

5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/ Consultant at any time during execution of the contract. However, no extra claim what so ever shall be entertained for any variation in the "approved/ issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

5.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.



6.0 COMPLIANCE WITH LAWS

6.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i Contract Labor (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii Payment of Wages Act.
- iii Minimum Wages Act.
- iv Employer's Liability Act.
- v Factory Act.
- vi Apprentices Act
- vii Workman's Compensation Act.
- viii **ESI Act**, Industrial Dispute Act.
- ix Environment Protection Act.
- x Wild life Act.
- xi Maritime Act.
- xii **Payment of Bonus Act**
- xiii Any other Statute, Act, Law as may be applicable.

7.0 GOVERNMENT OF INDIA NOT LIABLE

7.1 It is expressly understood and agreed by and between the Contractor and the Employer/ Consultant that the Employer/Consultant is entering into this agreement solely on its own behalf and not on

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

8.0 DELETED

9.0 LIMITATION OF LIABILITY

Add the following at the end of clause no. 7.0 of GCC.

9.1 The final payment by the Employer/ Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/ Consultant.

10.0 DELETED



11.0 CONTRACT PERFORMANCE GUARANTEE

The clause no. 42.0 of ITB shall stand modified to the following extent only:

11.1 As a Contract Security, the Contractor to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Guarantee in favor of the Employer/ Consultant in the form of an irrevocable and unconditional Bank Guarantee as per Performa approved by Employer/Consultant. This Bank Guarantee shall be issued by any Indian Nationalized/ Scheduled Bank or reputed International Bank as stipulated at Clause 71.0 below. The Guarantee amount shall be 10% (Ten Percent) of the Contract Price as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the end of Defect Liability Period.

11.2 In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.

11.3 The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honor any of the commitments entered into under this Contract and/or in respect of any amount

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due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.



11.4 Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor’s warranty/guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid until the expiration of the guarantee period for entire works covered under the contract.

11.5 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer/ Consultant may without prejudice to any other right or remedy available to the Employer/ Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 62.0 below. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

12.0 TAXES, DUTIES AND LEVIES IN INDIA

12.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST (Goods and Service Tax), custom duty including applicable cess and GST etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST (Goods and Service Tax), custom duty including applicable cess and GST and any other tax as applicable. **Bidder shall take care of all applicable taxes & duties while submitting their prices.**

12.2 Employer/ Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

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- 12.3 Any errors of interpretation of applicability of taxes/ duties by bidders shall be to contractor's account.
- 12.4 If any tax is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.
- 12.5 As per Clause 171 of GST Act, it is mandatory to pass on the benefits due to reduction in rate of tax or from input tax credit to the consumer (owner) by way of commensurate reduction in prices. The supplier of goods/ services may note the above and quote their prices accordingly.

13.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

- 13.1 The Contractor agrees to and does hereby accept full and exclusive liability at is own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.

14.0 SUBSEQUENT LEGISLATION



- 14.1 All duties, taxes (including sales tax on works contract/ trade tax/ turnover tax/ GST as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes/ duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the GSL.'s account but such Taxes/ duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

15.0 STATUTORY VARIATION IN TAXES & DUTIES

- 15.1 Refer Clause no. 10 of GCC, Vol.-I.

16.0 INCOME TAX & CORPORATE TAX

- 16.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 16.2 Corporate Tax liability, if any, shall be to the contractor's account.

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16.3 Works Contract tax/ VAT as may be applicable shall be deducted as per the trade tax act.

17.0 CUSTOM DUTY

17.1 The Contract Price shall include the following duties i.e. Custom Duties, CVD, additional CVD for all materials and consumables envisaged to be imported for incorporation in the permanent works. It shall be clearly understood by the Contractor that custom duty shall neither be paid nor reimbursed by Employer/Consultant. Contractor shall be fully responsible for port clearance including stevedoring, handling, unloading, loading, storage, inland transportation and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard.

17.2 VOID.



18.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

18.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

18.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer/ Consultant, the Employer/ Consultant may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer/ Consultant, of the like amount in the form and from a Bank in India approved by the Employer/ Consultant.

18.3 If for any reason the Employer/ Consultant is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer/ Consultant pay the same to the Employer/ Consultant, with the right in the Employer/ Consultant (without prejudice to any other mode of recovery or right of the Employer/ Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer/ Consultant, by the Contractor in favor of the Employer/ Consultant for an amount equivalent to amount of custom duty.

18.4 The obligations undertaken and/or any bond or facility provided by the Employer/ Consultant to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor

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shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @ 22% (Twenty two percent) per annum from the date of relative payment by Employer/ Consultant up to the date of recovery in full.

19.0 DELETED

20.0 IMPORT LICENSE

20.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Employer/Consultant shall not provide import license.

21.0 WITH HOLDING, ACCOUNTING AND TAX REQUIREMENTS



21.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

22.0 INTELLECTUAL PROPERTY

22.1 Neither Employer/ Consultant nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/ Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/ Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

23.0 FIRM PRICE

23.1 The quoted prices shall be firm and shall not subject to price escalation till the work is completed in all respects.

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24.0 WORKS CONTRACT

24.1 The work covered under this contract shall be treated as "Works Contract".

25.0 PROVIDENT FUND ACT

25.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months **along with EPF Electronic Challan cum Return (ECR) and on-line upload list of EPF Member.**

26.0 MOBILIZATION ADVANCE – DELETED

27.0 CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS

27.1 A change order will be initiated in case:



- i) The Employer/Consultant directs the Contractor to include any addition to the scope of work not covered under this contract or delete any Section of the scope of the work under the contract.
- ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Employer/ Consultant and for which cost and time benefits shall be passed on to the Employer/ Consultant.

27.2 Any changes required by the Employer/ Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

27.3 Any change order as above comprising an alteration which involves a change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the EIC.

27.4 If the contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Employer in writing.

27.5 If there is a difference of opinion between Contractor and Employer/ Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Para 27.7.8 and 27.7.9 here below.

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27.6 Within 10 (Ten) working days of receiving the comments from the Employer / Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/ are potential change (s), if applicable, will be submitted to the Employer/ Consultant.

27.7 Procedure

27.7.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Employer/ Consultant, they shall discuss the matter with Employer/ Consultant's representatives.

27.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Employer/ Consultant's Representative.

27.7.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.



27.7.4 If it is mutually agreed that the project requirement/ Inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.

27.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.

27.7.6 The results of this study would be discussed mutually to enable Employer/ Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.

27.7.7 If Employer/ Consultant's representative accepts the change order in writing then Contractor shall proceed with the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Employer/ Consultant. The Employer/ Consultant's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Employer/Consultant's representative a priced statement of the labor, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Employer/ Consultant, the voucher shall nevertheless be signed by the Employer/ Consultant as a record of time worked and materials used. List and vouchers so signed will be the subject of negotiations between the Employer/ Consultant and the Contractor regarding their costs allocation.

27.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, is not reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Employer/ Consultant's representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract

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Documents.

- 27.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 27.7.10 Should the amount of Extra Work/ Change Order, if any, which the Contractor maybe required to perform by the Employer/ Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the works or for such Extra Work only, the Employer/ Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

28.0 VOID

29.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION



29.1 Schedule of Labour & Equipment Rates

Hiring/ Recovery Rate for Deployment of Manpower attached as **Annexure- 8** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of manpower.

- 29.2 Equipment Hiring/ Recovery Rates attached as **Annexure-9** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

30.0 MECHANISED CONSTRUCTION

- 30.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.
- 30.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Employer/ Consultant/ Consultant in this regard shall entertain no claim whatsoever.



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31.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 31.1 Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.
- 31.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.
- 31.3 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.
- 31.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.
- 31.5 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite.

31.6 ERECTION OF EQUIPMENTS

- 31.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Employer/ Consultant.
- 31.6.2 Bidder shall submit the indicative erection scheme for compressor/ equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.
- 31.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

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32.0 DELETED.

33.0 MEASUREMENT OF WORKS

33.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **Annexure-4** shall also apply.

34.0 TERMS OF PAYMENT

34.1 Basis and terms of payment for making “On Account Payment” shall be as set out in **Annexure-5**.

35.0 DELETED

36.0 ISSUE OF EMPLOYER/ CONSULTANT SUPPLIED MATERIAL

36.1 The conditions for issue of material and reconciliation refer enclosed **Annexure-7**.

36.2 The reconciliation of material shall be applicable only for the material issued by Employer/ Consultant as free issue to the contractor.

37.0 LOCATION OF DUMPYARD

37.1 The dump yard is situated at the location as mentioned in the scope of work.



37.2 Void

37.3 Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from Employer/ Consultant’s designated storage yard as directed by Engineer-in-Charge. Contractor shall arrange for handling of FIM including crane etc for loading/ unloading, transportation of FIM to required site location free of cost.

38.0 STATUTORY APPROVALS

38.1 Employer shall obtain general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actual.

38.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Employer/ Consultant to the contractor on production of documentary evidence.

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38.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

39.0 TESTS AND INSPECTION

39.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

39.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

39.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

39.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

39.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

39.6 All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.



39.7 For materials supplied by Employer/ Consultant, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the Employer/ Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.

39.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

39.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

40.0 INSPECTION OF SUPPLY ITEMS

40.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance program from the Contractor/ Manufacturer.

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- 40.2 Inspection calls shall be given for associations of Employer/ Consultant's representative as per mutually agreed program in prescribed Performa with 15days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Employer/ Consultant and copies shall be made available to Employer/Consultant beforehand for undertaking inspection.
- 40.3 The contractor shall ensure full and free access to the inspection Engineer of Employer/ Consultant at the Contractor's or their sub-contractor's premises at anytime during contract period to facilitate him to carry out inspection and testing assignments.
- 40.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Employer/ Consultant free of cost for carrying out inspection.
- 40.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Employer/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

41.0 FINAL INSPECTION



- 41.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Employer/ Consultant bring them to his notice.

The Employer/Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

42.0 COMPENSATION FOR EXTENDED STAY

- 42.1.1 In case the time of completion of work is delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 8 weeks whichever is more, due to reasons solely attributable to Employer/ Consultant, the contractor shall be paid extended stay compensation in order to maintain necessary organizational set up and construction tools, tackles, equipments etc. at site of work. The bidder shall mention the rate for such extended stay compensation per month in the 'Priced Part" which will be considered for evaluation. The period for the purpose of evaluation shall be 1/5th of the time schedule or 1 (One) month whichever is less.

- 42.1.2 In case bidder does not indicate the rate for extended stay compensation as per the Performa in

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Priced Part, it will be presumed that no extended stay compensation is required to be paid to the contractor

42.1.3 In case the completion of work is delayed beyond a period of one month after the grace period then both the Employer/ Consultant and the Contractor shall mutually decide the future course of action including payment of further extended stay compensation.

42.1.4 Bidder to note that in case they don't indicate the rate for extended stay compensation as per Performa, provisions of clause no. 42.0 will not be applicable for them.

43.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

43.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

43.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by GSL. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to GSL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

43.3 Employer/ Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

44.0 TEMPORARY WORKS



44.1 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

45.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

45.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:

45.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done up to 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.

45.1.2 For Buildings only, all works up to level corresponding to finished floor level shall be treated as 'Work in foundation' and all works above the finished floor level shall be treated as "Work in superstructure".

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45.1.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.

45.1.4 Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation.

46.0 QUALITY ASSURANCE/ QUALITY CONTROL

46.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

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

46.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.



46.4 The Employer/ Consultant/ Consultant or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

46.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/ QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

46.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

46.7 The Contractor shall adhere to the quality assurance system as per GSL Specification enclosed in the Bidding Document as **Annexure-6**.

47.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

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47.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **Technical Volume II of II**

48.0 SITE CLEANING

48.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

48.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

48.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

48.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

48.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

48.6 No extra payment shall be paid on this account.

49.0 COMPLETION DOCUMENTS



49.1 Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings to the "AS BUILT" stage (including all vendor/ sub-vendor drawings for bought out items), all Free Issue Material (FIM) documents and provide the Owner / Consultant, the following:

- i) One complete set of all Drawings in PDF & Auto CAD formats.
- ii) Three complete sets of reduced size (279mm x 432mm) prints
- iii) Three complete bound sets of Contractor's specification including design calculations
- iv) Two copies of Daily Progress Report
- v) Three sets of all raw data collected/generated for and during execution of the entire job.
- vi) Construction Photo graphs (2 sets of hard copies) & Videos.

49.2 Completion Document

49.2.1 The following documents shall be submitted in hard binder by the CONTRACTOR in 4 (Four) sets, as a part of completion documents:

- i. Batch Test Certificate from manufacturers for supplied items as per SOR.

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- ii. Hydrostatic and other test results & reports.
- iii. Pre-commissioning/ Commissioning checklist
- iv. Pre-commissioning/ Commissioning checklist.
- v. All other requirements as specified in the respective specifications.
- vi. As built drawings.
- vii. Any other drawing/ document/ report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

50.0 CO-ORDINATION WITH OTHER AGENCIES

50.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

51.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's



51.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, such disputes or differences shall be referred by either party to the Arbitration in the Department of Public Enterprises nominated by the Secretary to the Govt. of India in charge of the Board of Public Enterprises, Govt. of India. The Arbitration and Conciliation of shall not be applicable to such arbitration. 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, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special/ 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.

52.0 UNDERGROUND AND OVERHEAD STRUCTURES

52.1 The information to possible extent regarding existing structures/ overhead lines, existing pipelines and utilities are already available in the general layout drawings. Over and above contractor may encounter other structure/ pipelines/ OFC etc. which may not be appearing in the available as built / general layout drawings, the contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Employer/ Consultant from and against any destruction thereof or damages thereto.

53.0 TEST CERTIFICATES

53.1 Bidder shall be required to submit recent test certificates for the material being used in works

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from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

53.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

54.0 ROYALTY

54.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer/ Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer/Consultant for all the items involving Royalty.

55.0 VOID

56.0 SITE FACILITIES FOR WORKMEN

56.1 Following facilities are to be ensured at all work places where workmen are deployed/ engaged by Contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets

57.0 EXECUTION OF ELECTRICAL WORKS



57.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor license before start of electrical works at site. Notwithstanding, contractor shall adhere to the entire safety standard as included in bidding document.

58.0 HYDROSTATIC TESTING

58.1 The bidder as per the Technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

59.0 ARBITRATION

59.1 Clause No. 30 of GCC-Works pertaining to Arbitration shall be replaced by the following:-

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59.1.1 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

59.1.2 The Employer/ (GSL) shall suggest a panel of three independent and distinguished persons to the other party (Bidder/ Contractor/ Supplier/Buyer as the case may be) to select anyone among them to act as the sole Arbitrator.

59.1.3 In the event of failure of the other party to select the sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and the Employer/Consultant shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the Employer/Consultant on the appointment of Sole Arbitrator shall be final and binding on the parties.

59.1.4 The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the Parties. The arbitration proceeding shall be in English language and the venue shall be at Gasonet, India.

59.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.



59.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Gasonet in the **Mumbai/Delhi**.

59.1.7 Bidders/ Supplier/ Contractors may please note that the Arbitration & Conciliation Act, 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL, model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

59.1.8 **DISPUTE RESOLUTION**

59.1.8.1 **GENERAL**

Any dispute(s)/ difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this agreement shall be settled in accordance with provisions of this Article.

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59.1.8.2 INVITATION FOR CONCILIATION

59.1.8.2.1 In case of any dispute(s)/ difference(s)/ issue(s), as mentioned above, 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.

59.1.8.2.2 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate. If the acceptance is made orally, It is advisable that it be confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.

59.1.8.2.3 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 to other Party(ies) accordingly.

59.1.8.3 CONCILIATION



59.1.8.3.1 Where Invitation for Conciliation has been furnished under Article 2, 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 as per the provisions of arbitration clause. For the purpose of this Article, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

59.1.8.3.2 For dispute(s)/ difference(s)/issue(s) pending before Arbitral or Judicial proceeding, pendency of such proceeding shall not constitute any bar on commencement of Conciliation proceeding and Invitation for Conciliation under Article 2, even if the Conciliation proceedings under this Article are on the same subject matter(s)/ issue(s) as the Arbitral or Judicial proceedings.

59.1.8.3.3 The cost of Conciliation proceeding 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.

59.1.8.3.4 The Parties shall freeze claims (s) of interest, if any, and shall not claim the same during pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties and Conciliation proceeding shall stand terminated on the date of the Settlement Agreement.

59.2 Clause No.30 of GCC-Works pertaining to Arbitration shall be replaced by the

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following:-

FOR THE SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISES(s) INTER-SE AND PUBLIC SECTOR ENTERPRISES (s) AND GOVERNMENT DEPARTMENT(s) THROUGH PERMANENTE MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES.

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

60.0 MAKE OF MATERIALS

60.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/ Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

61.0 ADDITIONAL WORKS/ EXTRA WORKS



61.1 Employer/ Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Employer/ Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

62.0 COMPENSATION FOR DELAY/ PRICE REDUCTION SCHEDULE FOR ANY DELAY

62.1.1 The Price Reduction Schedule (PRS) shall be applied for each CNG Station as under: In case of delay in works: at the rate of ½% of the total contract value (to be worked out for each Station) per week of delay or part thereof subject to maximum of 5% the total contract value (for each Station).

The maximum PRS shall be 5% of total contract value. Contract price for applying PRS shall be exclusive of GST.

62.1.2 The total liability of the Contractor to Employer/ Consultant under sub clause no.62.1.1 on Compensation for Delay/ Liquidated Damages shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability (ies) other than above shall be as per provisions of Bidding Documents

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63.1 After the Award of Contract

a) Time Schedule:

The Completion Time Schedule for the work (including mobilization period) as per Annexure-3 to SCC of Tender in all respect, from the date of issue of telex/ telegram/ letter/ Fax of Intent. The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System:

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

c) Overall Project Schedule:

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats. The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

d) Progress Measurement Methodology:

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub-contracting construction and commissioning works and the basis of computation of overall services/ physical progress informed. Owner reserves the right to modify the methodology in part or in full.

e) Functional Schedules:



The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

63.2 Project Review Meetings

The Contractor shall present the programmed and status at various review meetings as required.

a) **Weekly Review Meeting**

Level of Participation Site In-charge & Job Engineers, Contractor's/ Consultant's RCM/

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b) **Monthly Review Meeting**

Level of Participation: Senior Officers of GSL/ Consultant and Contractors.

63.3 Progress Reporting Performa

- A) Monthly Progress Report
- B) Weekly Reports
- C) Daily Repots

- a) Activity program for the day
- b) Progress of the previous day and commutative progress.
- c) Manpower & machinery deployed.

63.4 Progress Reports

63.4.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period. CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

63.4.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.



63.4.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

63.4.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

63.4.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-In-charge.

64.0 RESPONSIBILITY OF CONTRACTOR

64.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/ or modifications decided by the Contractor from the Employer/ Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the

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Employer/ Consultant/ Engineer-in-charge shall be carried out at no extra cost to the Employer/ Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/ drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/ Consultant.



- 64.2 All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 64.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 64.4 Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labor etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 64.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

65.0 CHECKING OF LEVELS

- 65.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 65.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

66.0 STORAGE FACILITIES

- 66.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

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67.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

67.2 "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:

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

68.0 INSURANCE FOR FREE ISSUE MATERIAL

68.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for Employer/Consultant's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GSL The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Employer/Consultant's designated place of issue/ dumpsite to date of handing over the completed work to Employer/Consultant. Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document.

Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be GSL. **(The approximate cost of free issues material is Nil).**

The Contractor may take the insurance as per the following schedule – **Not Applicable.**



The schedule of insurance covers for free issue materials given above stands revised as follows:

From 5th Month - 100% of value

The percentage is indicative in nature which may vary as per the material receipt.

69.0 INSURANCES IN INDIA

69.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/ Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Employer/ Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer



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works thereof in each case should be as acceptable to the Employer/ Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.

- 69.2 Any loss or damage to the equipment during ocean transportation, port/ custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by Employer/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Employer/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 69.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Employer/ Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.
- 69.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/ Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 69.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

70.0 INSURANCE IN FOREIGN COUNTRIES

- 70.1 The Contractor shall at his own cost arrange, secure and maintain separate insurance cover from the reputable insurance companies, for all such amounts and for such periods as may be necessary to protect the works, Contractor and sub contractor's personnel and the interests of the Employer/ Consultant as per applicable laws of land.
- 70.2 The form and the limit of insurance cover taken by Contractor shall be satisfactory to Employer/ Consultant and one copy of all insurance policies and related documents shall be submitted to Employer/ Consultant, immediately on execution. Contractor shall inform Employer/ Consultant

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at least 60 days before any insurance policies expire or are cancelled or changed.

71.0 DELETED

72.0 SUBMISSION OF COLOURED PHOTOGRAPHS

72.1 The Contractor shall shoot, prepare and submit colored photographs in 2 sets to GSL office along with monthly progress report covering all the activities of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be inclusive in the rates and no separate payment shall be made.

73.0 DISPOSAL OF EMPTY OFC CABLE DRUM - Deleted

74.0 VIDEO TAPE & PHOTOGRAPHS

74.1 Contractor shall develop and submit a videotape of two hours duration covering the construction activities showing the nature and magnitude of the work along with construction photographs.

75.0 SINGLE POINT RESPONSIBILITIES

75.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.



76.0 SPARES

76.1 Contractor shall procure and supply all spare parts required during commissioning of the various items/ materials supplied by him as enumerated in the Bidding Document. The quoted lump sum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.

76.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

77.0 In order to govern welfare and working conditions of laborers engaged in construction activities, the Building and other Construction Workers’ (Regulation of Employment and Conditions of Service “RE &CS”) Act, 1996 came into force.

RE & CS Act’1996 is applicable in respect of building and other construction work. Wherever

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applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE & CS Act' 1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE & CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE & CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE & CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB - CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB - CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

78.0 BONUS FOR EARLY COMPLETION

78.1 The Clause 35.1 (viii) of GCC for Bonus for early completion shall not be applicable in this Contract.

79.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS (If applicable)



79.1 All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

79.1.1 Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.

79.1.2 Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.

79.1.3 Under no circumstance an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.

79.2 CONTRACTORS are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.



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80.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER (if applicable)

80.1 In case of Foreign Bidder, it is mandatory to furnish Permanent Account Number (PAN), as per the Indian Income Tax requirements, failing which Foreign Bidder shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/ Rules. The PAN shall be furnished before release of any Payment or within one month of award of work, whichever is earlier.

81.0 Statutory Compliance under Labour & Industrial Laws

- 1 The Contractor should produce necessary EPF Code before commencement of work.
2. The Contractor should produce necessary ESII Code before commencement of Work or workmen who are not covered under ESII Act,, the Contractor should take Appropriate Workmen Compensation Insurance Policy and submit a copy of the Same to GSL.
3. The contractor(s) are required to submit copies Electronic Challan cum Return (ECR)/ Electronic Challan along with online list of contract workers/ members for proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution with respective authorities for the contract workers engaged by him in GSL while submitting monthly bills.
4. It shall be the sole responsibility of the contractor (including Contracting firm/ company) to obtain and to abide by all necessary licenses/ permission from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
5. The Contract shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & miscellaneous Provisions Act, 195, the Employee State Insurance Act , 1948, the Contract Labour (Regulation & abolition) Act,197, the Inter-state Migrant workmen (Regulation of employment & conditions of services) Act ,1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen’s Compensation Act, 1923, Payment of Bonus (Amendment) Ordinance 2007 and other relevant Acts, Rules and Regulations enforced from time to time.
6. The contractor shall be responsible for required contributions towards P.F, Pensions, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering services to GSL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees and employer’s contributions. The contractors shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable in respect of the personnel employed by him for the work of GSL.
7. The contractor shall regularly submit all relevant records / documents to GSL representative for verification and upon such satisfaction only, GSL will allow reimbursement of the amount paid.



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8. The contractor/ contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Hyderabad from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer–In-Charge (EIC). The Engineer In charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor after disbursing the wages in the presence of Engineer –In-Charge shall submit the copy of the register of wages to the management every month which shall necessarily contain following

Certification by the Engineer-In – Charge “Certified that the amount show in column No has been paid to the workman concerned in my presence on at”.



If the contractor intends to pay the monthly wages/salaries to the workmen though bank/ cheque, the necessary proof of payment (salary remittance proof) shall be submitted to the EIC.

9. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. Arising out of the disputes relating to the dues and employment of personnel deployed by him.
10. The contractor shall indemnify the GSL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
11. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
12. No, labour below the age of 18 year shall be deployed.
13. In case the contractor intends to engage the labour from outside the state where project is being executed, they should comply with legal provisions under Inter-State Migrant Act.
14. The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.
15. The Contractor/ Contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner/ GSL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
16. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify GSL from such liabilities.
17. The contractor/ contracting firm shall not employ any person suffering from any contagious,

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loathsome or infectious disease. The contractor/contracting firm shall get examined his employees/ workers through a Government Doctor before deployment.

18. No worker of contractor/ contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant/Terminal premises. If found under the influence of above, the contractor/contracting firm shall have to change/ replace him, failing which, GSL may terminate the contract.
19. The contractor/ contracting firm shall indemnify GSL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority/ Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
20. The contractor/ contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
21. The persons to be deployed should be on rolls of the contractor/ contracting firm.
22. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from security in respect of all their personnel.
23. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
24. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
25. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), if he engages 20 or more workmen/ labours
26. GSL is empowered to impose punitive fines on contractor for violation of safety rules & regulation of GSL.

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82.0 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, GSL 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.

83.0 Sub-letting of works

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

84.0 Joints Measurement of Work Executed Billing, Invoice and Payments.



Measurement shall be recorded as per the methods of measurement spelt out in Specification/ Contract Documents/ Procedure of GSL.

85.0 Opportunity of employment to the people, belonging to Scheduled Castes and weaker sections of the society:

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections



85.0 GENERAL

- 85.1 This tender intends to discover the market price for SOR items. Gasonet reserves the right to order one or all items to any bidder/ promoter, which meets BQC/BEC and accepts the lowest quoted price.
- 85.2 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Purchaser including work sites.
- 85.3 The rates quoted by the bidder must be inclusive of all the taxes, duties & levies etc. Except Service Tax.
- 85.4 Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with

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General Conditions of Contract.



85.5 Gasonet may split the quantity between two bidder's in the ratio of L1:L2::60:40 provided L-2 Bidder matches the evaluated prices of L-1 bidder. In the event, L-2 is not accepting L-1 rate, Gasonet may seek the consent of successive higher bidders.

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SECTION-VI

SCOPE OF WORK

[SOW]

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SCOPE OF WORK

ANNEXURE-1

1.0 SCOPE OF WORK



The scope of work involves electrical and mechanical works for setting up CNG facility - Daughter Booster Station (DBS) at an Oil Manufacturing Companies Retail Outlet (OMC RO) in Gasonet and CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA.

Various civil works shall be carried out by the Dealer of the Station.

Scope of work has been detailed in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

2.0 TIME SCHEDULE

DESCRIPTION	TIME OF COMPLETION
<p>For location Churu, Mandi, Pauri Garwal (Rishikesh) & Champawat</p>	<p>For supply, erection and commissioning of Mechanical and Electrical Works for CNG Stations to be developed at various existing Retail Outlets – 30 Days for each Station from the date of issuance of Release Order for the quantities / nos. of CNG stations mentioned.</p>

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ANNEXURE-2

1.0 SCOPE OF SUPPLY

1.1 Owner’s Scope of Supply



Owner’s scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document. Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner.

Contractor shall be responsible for lifting the free issue materials from Owner’s storage point(s) and transporting the same to work site(s) at his own cost. Gasonet Service Limited designated store for this project shall be located at the existing Daughter Booster CNG station or at Gasonet service limited CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA .

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor’s Scope of Supply

All materials except what is under Owner’s scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

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ANNEXURE-3



TIME SCHEDULE

DESCRIPTION	TIME OF COMPLETION
Setting up CNG facility – Daughter Booster Station at OMC RO.	01 (One) month from date of issue of Letter of Intent (LOI).

Note:

The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.

(STAMP & SIGNATURE OF BIDDER)



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ANNEXURE- 4

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tons corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
- i) Weight : MT or Kg
 - ii) Length : m (meter)
 - iii) Number : No.
 - iv) Volume : cum
 - v) Area : sqm
- 1.9 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized

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by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved Performa (with two copies) to the Engineer-in-Charge of the work.

2.0 PIPING

2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of specials, fittings, miter bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

2.2 All fittings & hot/cold bends, reducers etc. for all sizes shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping shall be inclusive of this work.

2.3 Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the contractor within his quoted rates for piping.

2.4 Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor as part of piping work and no separate payment shall be made for this.



2.5 In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.

2.6 Erection of Valves

Erection of all types of valves such as gate/ globe / check / plug / needle/ ball / control/ safety valves etc. will be paid on number basis at the rates included in supply rates as given in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the contractor within his quoted rates.

2.7 Fabrication of Supports



- Fabrication of all types of pipe supports, provided as per drawings & instructions of the Engineer-in-Charge, will be paid on weight basis. Bolts, nuts and washers including U-bolt will be supplied by contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.
- Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate payment will be made for it.

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- While fabricating the supporting elements, the contractor will ensure that the dimensions shown in the drawings match with site conditions. No payment shall be made for rectification arising out of discrepancies in dimensions of the fabricated items of supporting elements due to site conditions.
- Additional supports as necessary with the site condition shall be fabricated and erected in accordance with the standard engineering practices and instructions of Engineer-in-charge.

3.0 RADIOGRAPHY/ DYE-PENETRATE EXAMINATIONS/ MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

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ANNEXURE- 5

(A) TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill. Owner will release payment through e-payments / Cheque only as detailed in the bidding document.

1.0 CNG STATION WORKS

1.1 Tubing Works

- a) 70% on erection and alignment complete to achieve mechanical completion.
- b) 20% on completion of all testing's.
- c) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order

1.2 Items including supply of finished goods (Mechanical, Electrical, and Instrumentation)



- a) 5% on placement of order on sub-vendor.
- b) 65% on receipt of material at site and acceptance thereof.
- c) 15% on erection, alignment, grouting, painting, etc.
- d) 5% on testing.
- e) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order

1.3 Equipment Erection Works

- a) 45% on installation in position.
- b) 30% after initial alignment, leveling and grouting.
- c) 15% after final alignment and making ready for commissioning.
- d) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order

1.4 Electrical and Instrumentation Works

- a) 80% on completion of installation.

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- b) 10% on testing.
- c) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order

1.5 For Lump sum Items

For all Lump sum items included in schedule of rates, contractor shall furnish price break-up for quoted lump sum prices for the approval of Engineer-in-charge. Payment for such item shall be made accordingly. In this regard decision of Engineer-in-charge shall be final and binding to the bidder.

1.6 Supply of Materials and All Other Works



- a) Completion of individual items of work : 90% progressively
- b) Completion of all activities and their acceptance. : 10%

Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation/requirement and upon approval by Owner.

5.0 PAYMENT METHODOLOGY



- 5.1 The contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per check list issued by Gasonet Service Limited. during kick off meeting.
- 5.2 Deleted
- 5.3 Employer will release payment through e-payments as detailed in the Bidding Document.
- 5.4 Further break-up of Lump sum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- 5.5 All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.
- 5.6 Delete.
- 5.7 The contractor shall submit monthly RA bills in prescribed pro-forma in triplicate along with the following documents:-
 - 1. Measurement sheets duly verified and certified by EIC, in support of the works executed as per SOR for the billing period.
 - 2. Copy of PF remittance challan.
 - 3. Copy of ESIC remittance.

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4. Copy of Wage register.
5. Two sets of Construction Photographs

In the absence of the requisite documents, the bill shall be returned to the contractor.

- 5.8 Payment shall be made by Finance within 15 days from the date of submission of the bill to Gasonet Service Limited., through e-banking. Further payment shall also be released through RTGS/ NEFT provided the bidder should submit the dully filled attached format. In no case payment shall be released by way of Demand Draft/ Bankers Cheque.

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ANNEXURE- 6

SPECIFICATION FOR QUALITY ASSURANCE SYSTEM REQUIREMENTS

QUALITY ASSURANCE PLAN:

INTRODUCTION

This specification establishes the Quality Assurance Requirements to be met by the sub-contractors (including turnkey Contractors) and their sub-vendors. In case of any conflict between this specification and other provisions of the contract/ purchase order, the same shall be brought to the notice of owner, at the stage of bidding and shall be resolved with owner, prior to the placement of order.

DEFINITION

BIDDER

For the purpose of this specification, the word “Bidder” means the person(s), firm, company or organization who is under the process of being contracted by Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

CORRECTION

Action taken to eliminate the detected non-conformity

Refers to repair, rework or adjustment and relates to the disposition of an existing non-conformity.

CORRECTIVE ACTION

Action taken to eliminate the causes of an existing non-conformity, defect or other undesirable situation in order to prevent recurrence

PREVENTIVE ACTION



Action taken to eliminate the causes of a potential non-conformity, defect or other undesirable situation in order to prevent its recurrence

PROCESS

Set of inter-related resources and activities which transform inputs into outputs.

CONTRACTORS SCOPE OF WORK

AFTER THE AWARD OF CONTRACT

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The bidder shall submit the schedule for submission of following documents in the kick-off meeting or within two weeks of the placement of order, whichever is earlier.

- Detailed Bar Chart
- Quality plan for all activities, required to be done by the bidder, to accomplish offered scope of work.
- Inspection and test plans, covering various control aspects.
- Job procedures as required by Owner.
- Procurement schedule for items to be supplied by contractor covering inspection of the same.

Various documents submitted by the bidder shall be finalized in consultation with MECON. Here it shall be presumed that one's a bidder has made an offer, he has understood the requirements given in this specification and agrees to comply with them in totality unless otherwise categorically so indicated during pre-award stage through agreed deviation/ exception request. All Quality Assurance Plan (QAP) documents shall be reviewed by concerned functional groups of MECON and the bidder shall be required to incorporate all comments within the framework of this specification at this stage of the contract. It is also obligatory on the part of the bidder that obtains approval on every Quality Assurance Plan (QAP) documents, before he starts using a particular document for delivery of contracted scope of work. Participation of MECON/ Owner in review/ approval of quality plan/ QAP documents does not absolve the Contractor of his contractual obligations towards specified and intended use of the product (or service) provided/ to be provided by him under the contract.

DURING JOB EXECUTION

During job execution, the bidder shall fully comply with all quality document submitted and finalized/ agreed against the requirements of this specification. Approval of MECON on all these documents shall be sought before start of work.

Bidder shall produce sufficient quality records on controlled/ agreed forms such that requirements given in this specification are objectively/demonstrable.



Bidder shall facilitate MECON/ Owner during quality/ technical audits at his works/ sites. Bidder shall discharge all responsibilities towards enforcement of this specification on all his sub-contractors for any part of the scope which is subcontracted.

QUALITY ASSURANCE SYSTEM REQUIREMENTS

The bidder shall nominate an overall in charge of the contract titled as “Project Manager” for the scope of work of agreed contract. The project manager of the bidder shall be responsible for co-ordination and management of activities with bidder’s organization and all sub-vendors appointed by the bidder.

After award of work, the bidder may review augmentation of manpower and resources deployment chart (submitted earlier), detail it out, if so consented by Owner and resubmit the same as “issued for effective implementation of the project”.

The bidder shall plan the contract scope of work on quality plan format such that no major variation is

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expected during delivery of contract scope of work. These quality plans shall be made on enclosed format complete in all respect. The quality plan shall be assumed to be detailing bidder's understanding and planning for the contract/ offered scope of work. The bidder shall plan the type of resources including various work methodology which he agrees to utilize for delivery of contract scope of work. The bidder is required to review the contract at all appropriate stages to evaluate his capabilities with respect to timely and quality completion of all activities pertaining to contracted scope of work and shall report for constraints, if any to Owner.

The design activities, if any, performed during delivery of contract scope of work shall be so controlled that the outputs is reliable enough. It is expected that during development of design, the bidder shall take recourse to detailed checking, inter departmental reviews and documented verification methods.

For all documents which the bidder is likely to utilize for delivery of contract scope of work, a system must exist which assures that latest/ required version(s) of the document(s) is available at all location/ point of use.

In case the bidder decides to sub-contract any part/ full of the contract scope of work (without prejudice to main Contractual condition), the bidder shall:

- Evaluate the technical and financial capabilities and past performance of the sub-contractor(s) and their products and/ or services before awarding them with the sub-contracted scope of work. Selection of a sub-contractor should meet Owner approval in documented form.
- Requirement of this specification shall be enforced on sub-contracted agency also. The bidder shall choose sub-contractor based on their capability to meet requirements of this specification also.



Note: It may so happen that, in a given situation, a sub-contractor may not have a system meeting the requirements of this specification. In all such eventualities, bidder may lend his system to sub-contractor for the contract such that sub-contractor effectively meets the requirements of this specification. In all such cases Owner shall be duly informed.

Bidder shall establish adequate methodology such that the materials supplied by the Owner shall be adequately preserved, handled and made use of for the purpose for which they are provided.

All output delivered against contract scope of work shall be suitably identified in such a manner that either through identification or some other means, sufficient traceability is maintained which permits effective resolution of any problem reported in the outputs.

Critical activities shall be identified and the bidder is required to have documented methodologies which he is going to utilize for carrying out such activities under the contract scope of work. Wherever it is difficult to fully inspect or verify the output (special process), bidder shall pre-qualify, the performers and methodologies

All inspections carried out by the bidder's surveillance/ inspection staff shall be conformity to quality plans and/ or inspection and test plans. All inspection results shall be duly documented on controlled/

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agreed forms such that result scan be co-related to specific product that was inspected / tested.

All inspection, measuring & test equipments (IMTEs) shall be duly calibrated as per National/ International standards/ codes and only calibrated and certified IMTEs shall be utilized for delivery of contract scope of work.

All outputs/ products delivered against contract scope of work shall be duly marked such that their inspection status is clearly evident during all stages/period of the contract.

All non-conformities (NCs) found by the contractor’s inspection/ surveillance staff shall be duly recorded, including their disposal action. The deficiencies observed during stage of the product, shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the bidder for all repetitive NCs, including deficiencies.



All deficiencies noticed by Owner representative(s) shall be recorded on a controlled form. Such deficiencies shall be analyzed by the bidder and effective and appropriate correction, corrective and preventive actions shall be implemented. Bidder shall intimate Owner of all such corrective and preventive action implemented by him.

Bidder shall establish appropriate methodologies for safe and effective handling, storage, preservation of various materials/ inputs encountered during delivery of contract scope of work.

Bidder shall prepare sufficient records for various processes carried out by him for delivery of contract scope of work such that requirements of this specification are objectively demonstrable. In case Owner finds that enough objective evidence/ recording is not available for any particular process, bidder shall be obliged to make additional records so as to provide sufficient objective evidence. The decision of Owner shall be final and binding on such issues.

The bidder shall arrange internal quality audits at quarterly intervals, to independently assess the conformance by various performers to the requirements of this specification. The findings of such assessment shall be duly recorded and a copy shall be sent to Owner for review.

For all special processes, bidder shall deploy only qualified performers. Wherever Owner observes any deficiency, the bidder shall arrange the adequate training to the performer(s) before any further delivery of work.

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ANNEXURE – 7

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL



1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to worksite/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 RETURN OF UNUSED MATERIAL

- 1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).
- 1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
- 1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.
- 1.6.4 Penal Rates for non-return of material
 - (a) Penal rate for non-return of Issue Rate +25% or Landed Rate +25% accountable scrap (in case issue rate are not indicated in the contract)

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- (b) Penal rates for non-return of Twice the Issue Rates or Twice the Landed Unused material/excess scrap Rates (in case Issue Rates are not indicated in the Contract).

NOTE:



- 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner.
- 2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2.0 PIPING MATERIALS

- 2.1 All pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape will be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.
- 2.2 The scrap allowance for pipes issued by the Owner shall be 3% (2½% accountable + ½% non-accountable) of the actual consumption as incorporated in the works.
- 2.3 All pipes in length of 2 m and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability(Manufacturer’s name, heat number/batch number and test certificates). Pipes in lengths less than 2 m shall be treated as scrap.
- 2.4 For the non-account of pipes drawn by the Contractor over and above the actual consumptions determined by the Engineer-in-Charge, plus 3% (2½% accountable + ½% non-accountable)thereof to cover the scrap allowance, recovery at penal rate shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.
- 2.5 All unused/scrap pipes, valves, flanges, forged fitting like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores. In case the Contractor fails to do so then recovery for such quantity of pipes not returned by the Contractor at the penal rates shall be affected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

3.0 EQUIPMENTS

Various equipment/materials intended for the installation will be received by Owner in unpacked, skid mounted crated, packed or loose condition and will be stored in the warehouses and open yards. In general, materials will be issued to the Contractor in ‘as received’ condition. It will be the Contractor’s responsibility to draw, load and transport all materials from Owner’s designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner’s stores. All materials supplied by the Owner shall be duly

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protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

4.0 CABLES

4.1 Appropriation of cables shall be done as follows:

4.1.1 All the surplus and serviceable cables out of the cables quantity (i.e.) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

4.1.4 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

4.1.5 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity (i.e.) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis.



4.1.6 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5.0 LINE PIPES

5.1 All bare line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape will be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after beveling, shall be considered as serviceable material provided:

5.1.1 Corrosion Protection Coating is intact.

5.1.2 Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure. All cut

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pieces of pipes measuring less than 2 M will be treated as wastage/scrap.

5.2 For the purpose of accounting of line pipes, following allowances shall be permitted:

a)	Unaccountable wastage	0.1%
b)	Scrap (All cut pieces of pipes measuring less than 2 Meter)	0.25%
c)	Serviceable materials (All cut pieces of pipe measuring 2 Meter and above)	0.5%

Scrap shall be accounted at actual as per site assessment subject to maximum limits as stated above. The percentage allowance shall be accounted on the basis of pipe book chain age for main pipeline

5.2.1 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

ANNEXURE – 8

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

- The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
- The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
- The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on pro-rata basis.

No. Normal Hours over Time, Sunday & Holiday

S. N.	Classification Personnel	Rates per day of Rate per hour for Normal Hours over Time, Sunday & Holiday	
		Rate per day	Rate per hour
1	Foreman	2,000	430
2	Supervisor	2,000	430
3	Engineer	2,500	650
4	Gas Cutter	700	170
5	Grinder	700	170
6	Brick Mason	520	120
7	Stone Mason	520	120
8	Structural welder	1,000	260
9	Qualified Arc welder - manual	1,500	260
10	Welder helper	350	120
11	Pipe Fitter /Bender	750	150
12	Structural Fitter	650	120
13	Pipeline/SS Tube Fitter	850	190
14	Coater	520	120
15	Mechanic	520	120
16	Site Equipment / Machine Operator	520	120
17	Electrician	600	150
18	Fabricator	650	150
19	Carpenter	500	130
20	Plumber	500	120
21	Painter	500	120



ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL
(RISHIKESH) & CHAMPAWAT GA



TENDER DOCUMENT NO:
GSL/REPL/006/C-DBS



Date: 22/12/2022

22	Cable Jointer	780	190
23	Instrumentation Technician	1,000	190
24	Insulator	600	120
25	Rigger	400	110
26	Bhisti (water man)	300	60
S. N.	Classification Personnel	Rates per day of Rate per hour for Normal Hours over Time, Sunday & Holiday	
27	Heavy duty driver	700	170
28	Civil Surveyor	750	130
29	Document Controller	1,000	300
30	Account Officer	1,500	360
31	Store Keeper / In-charge	1,000	300
32	Light duty driver	500	120
33	Sand Blaster	500	130
34	Qualified Surveyor	750	130
35	Un skilled Worker	300	80
36	Construction Manager	10,000	1,000
37	QA/ QC / Safety/ Planning/ NDT Engineer	5,000	750

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

ANNEXURE – 9



EQUIPMENT HIRING/ RECOVERY RATES

S. N.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES (IN INR) PER DAY (MINIMUM 8 HOURS) INCLUDING CONSUMABLES & FUEL
1	DG Welding Machines	₹ 200
2	Hydra (8 - 10 MT)	₹ 3,500
3	Gamma Source	₹ 600
4	Pressurization Pump - Motorized	₹ 3,000
5	Air Compressor - (300CFM)	₹ 2,000
6	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	₹ 3,000
7	Pipe Trailers (FB / Semi Low Bed)	₹ 3,500
8	Hand drill (pneumatic) for rock blasting	₹ 2,000
9	Rock breaker attachment	₹ 3,000
10	Bevel Cutting Machine –Manual	₹ 600
11	UT Machine with operator	₹ 500
12	Dewatering Pump	₹ 800
13	Holiday Detector Unit	₹ 400
14	Pipe locator	₹ 500
15	Pipe Clamp – External	₹ 500
16	Tyre Mounted Cranes (10 - 30 MT)	₹ 4,500
17	Grinding machine	₹ 200
18	Gas cutting set with cylinders	₹ 350
19	Trucks with driver	₹ 2,000
20	Car/Jeep with driver	₹ 800
21	Tractor with trolley	₹ 600
22	Tripod with 5 Tons Chain Pulley Block	₹ 300
23	Concrete Mixer	₹ 800

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. Rates are inclusive of operators / drivers as applicable.
3. Rates are inclusive of contractor's overheads & profit.
4. In case of any equipment not covered above, rates available in DSR shall be followed.

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

FORMS & FORMATS

(SECTION – V)



ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL
(RISHIKESH) & CHAMPAWAT GA



TENDER DOCUMENT NO:
GSL/REPL/006/C-DBS

Date: 22/12/2022

Form F- 1
BIDDER INFORMATION FORM



To

GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301, Uttar Pradesh- India
Tel: 022-27704600/4700

1. Name of Firm/Company (As per PAN) _____
Type of Firm/Company : PROPRIETORSHIP FIRM PARTNERSHIP FIRM
(Tick One) INDIAN COMPANY FOREIGN COMPANY
PRIVATE LIMITED
2. PAN linked with AADHAAR (It is mandatory, in case registered firm is "PROPRIETORSHIP FIRM")
: YES (Attach screen shot of Income Tax E-filing Portal)
: NO
3. Micro/Small/Medium Scale : YES (Copy of relevant certificate to be attached)
: NO
4. GST Registered Address _____
(Intended Place of Supply of Material/Service to GSL)
5. GST Registration No. (GSTIN) : _____ – Corresponding to the Address mentioned
in Sr. No. 3 above (Copy of GST Registration Certificate to be attached)
6. GST Registration Type : Registered / Registered-Composition
Note: GST Registration is mandatory for supplying any Material and/or Service to GSL.
7. Address of Registered Office _____
(As per Certificate of Incorporation, Partnership Deed etc.)
8. PAN No. _____(Copy of PAN Card to be attached)
9. Name of Contact Person with designation _____
10. Telephone Number _____
(Country Code) (Area Code) (Telephone Number)
11. Mobile Number _____
12. E-mail address _____
13. Website _____

Note: Electronic Fund Transfer Mandate Form should be submitted as per attached format along with original cancelled cheque.

(SEAL AND SIGNATURE OF BIDDER)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		<p align="right">Date: 22/12/2022</p>

**RTGS / NEFT / IFT - Electronic Fund Transfer Mandate
Form (Mandate for receiving payments through RTGS /
NEFT From GASONET SERVICES LIMITED)**



1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
	A. Bank Name	
	B. Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No	
	G. RTGS / NEFT IFSC Code	
	H. 9 digit MICR code appearing on the chequebook	
	I. Type of Account	
	J. Account No.	
5	Vendor's e- mail id	
6	Reason for change in bank account	

(Mandatorily enclose physical cancelled cheque).

We hereby declare that if the transaction is delayed or done in other bank account because of incomplete or incorrect information, we would not hold the company responsible. We agree that the payment made by GSL in either the existing bank account or new bank account shall be deemed as effective and due discharge of its liabilities owed to us to the extent of the amount paid.

We further represent and confirm that the aforementioned bank change is neither inconsistent with nor contrary to nor in breach of any order/judgment/direction by any court/tribunal or any authority so appointed by the court/tribunal and any applicable law, rules and regulations. In case of any claim, action or proceedings that may be initiated against GSL on account of the aforementioned bank change, we undertake to indemnify and keep GSL harmless and indemnified against the said claims, action and proceedings for all the times and on full indemnity basis.

In addition to the above, the undersigned represent and warrant that he/she is duly authorized by the aforementioned Company/Partnership Firm (as the case may be) to request GSL and get the bank account, as mapped in the system of GSL, changed to another bank account.

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Date: _____

Place: **Sign and Seal by only authorized person as per banking records**



_____ **BANK Confirmation** _____

We confirm that M/s _____

_____ is having above bank account with us and above request to GSL has been signed by authorized signatories, same are matching with our banking records.

Date: _____

Place: **Sign and Seal by banks**

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form F- 2

**UNDERTAKING FOR UNCONDITIONAL ACCEPTANCE OF ENTIRE SET OF
TENDER DOCUMENTS& ZERO DEVIATION CONFIRMATION**

(on BIDDER Letter head)

To

GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301, Uttar Pradesh- India
Tel:022-27704600/4700

Tender No :

Dear Sir,

I/We hereby declare that I/we have read, examined & understood the entire set of Tender Documents published against Tender ID: & listed as below as well as any Corrigendum/Addendum/Tender Bulletin thereto:

- a) Section - I: Instructions To Bidders (ITB)
- b) Section - II: Technical Scope and Specifications (along with all Annexures, Exhibits, Drawings etc.)
- c) Section - III: Schedule of Rates (SOR)
- d) Section - IV: General Condition of CONTRACT (GCC)
- e) Section - V: Special Condition of CONTRACT (SCC)
- f) Section - VI: Forms and Formats
- g) Corrigendum / Tender Bulletin(s), if any

I/We hereby undertake to agree & accept the same unconditionally vide this declaration.



I/We hereby request you to consider this declaration in lieu of entire set of Tender Document published on the tendering portal as signed & stamped acceptance.

I/we confirm that supporting documents required for BID evaluation as mentioned in ITB as well as all other details, data sheets & documents required to be submitted as stipulated in the Technical Scope/Specifications have been submitted separately in Packet- 2 as stipulated in Section- I: Instructions to Bidder (ITB). I/we hereby further undertake that in absence of any document, GSL reserves right to call for any other supporting document(s) as may be required for BID evaluation.

I/ We understand that any deviation/exception in any form may result in rejection of bid. I/ We, therefore, certify that I/ we have not sought any deviation(s)/ exception(s) and accept the tender documents in entirety.

We agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form F- 3

**DECLARATION OF QUOTING NON-ZERO
RATES**

(on BIDDER Letter head)

To
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301, Uttar Pradesh- India
Tel:022-27704600/4700



Dear Sir,

I/We hereby declare that I/we have quoted rates complying to the below mandatory criteria for each item in the relevant Schedule of Rates (SOR) for which I/we intend to participate in tendering:

- 1) All rates quoted are non-zero, unless specifically permitted otherwise in Clause No. 14 in Section-I (Instructions to Bidders).

I/we agree that any rates found quoted in my/our bid, which do not meet the above criteria, may result in rejection/disqualification of bid and will not be considered for further evaluation for any reasons whatsoever.

(SEAL AND SIGNATURE OF BIDDER)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form - 4

POWER OF ATTORNEY

1.1 (To be stamped in accordance with Stamp Act)

Know all men by these present, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorized Mr./ Ms (name)..... son/daughter/wife of And presently residing at....., who is presently employed with us/the Lead Partner of our Consortium and holding the positing of.....,as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our bid for the Project proposed or being developed by the (the “ Authority”) including but not limited to signing and submission of all applications, bids and other documents, and writings, participate in Pre- Application and other conference and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertaking consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and /or upon award thereof to us and or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF 2....

For

(Signature, name designation and address)

Witness:-

1.

(Notarized)

2.



Accepted

.....
..... (Signature)

(Name, Title and Address of the Attorney)

Notes:-

- i. The mode of execution of the power of Attorney should be in accordance with the procedure , if any, laid down by the applicable law and the charter documents of the executants) (s) and when it is so required , the same should be under common self-affixed in accordance with the required procedure.
- ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board of shareholder’s resolution /power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.



	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Confirmation on Compliance to PF and ESIC/WCP Act – As applicable

To
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301, Uttar Pradesh- India
Tel:022-27704600/4700

Sr . No .	Description of Act	Registration / Policy Details	Documents to be submitted
1	The Employee Provident Fund Act	<i>(Please provide details of registration no and validity)</i>	PF Code Number Copy
2	Employee's State & Insurance (ESI) Act –As Applicable	<i>(Please provide details of registration no and validity)</i>	ESIC Code Copy / Declaration for non-applicability
3	Workman Compensation Act – As Applicable	<i>(Please provide details of policy no and validity)</i>	WCP Policy Copy / Declaration for non-applicability

We hereby confirm that copy of above detailed documents / declarations are attached in the Technical Bid.

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form F- 6A

BID SECURITY (EMD) PROFORMA

Bid Document No. :

Project :

To

Bank Guarantee No.

Gasonet Services (RJ) Limited,
Noida

Date

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as “the BIDDER”) proposes to tender and offer in response to tender Ref. No. ----- for ----- (hereinafter called the “TENDER”) issued by Gasonet Service (RJ) Limited. a company incorporated under the Companies Act, 1956, having its registered office at GASONET SERVICES LIMITED, Plot No.: 907, Sector – 21, Noida-201301Uttar Pradesh India (hereinafter referred to as “GSL”)



AND WHEREAS, in terms of the conditions as stipulated in the TENDER, the BIDDER is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by any bank in India acceptable to you as per the list of Banks provided in the TENDER, in your favour in accordance with the Tender Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the BIDDER has approached us,.....for providing the BANK GUARANTEE.

AND WHEREAS at the request of the BIDDER and in consideration of the proposed TENDER to you, WE,..... having our Registered Office....., India have agreed to issue the BANK GUARANTEE.



THEREFORE, WE,, through our local office at, India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We, undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the BIDDER of any of the terms and conditions contained in the Tender and in the event of the BIDDER commits default or defaults in discharging any obligation in relation thereto under the TENDER or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupeesonly) as may be claimed by

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

you on account of breach on the part of the BIDDER of their obligations in terms of the TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the BIDDER has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the BIDDER after expiry of the relative guarantee period of the Tender and after the BIDDER had discharged all his obligations under the Tender provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the BIDDER till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the validity of the offer or to postpone any time or from time to time any of your rights or powers against the BIDDER and either to enforce or forbear to enforce any of the term and conditions of the said Tender and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the BIDDER or any other forbearance, act or omission on your part or any indulgence by you to the BIDDER or by any variation or modification of the Tender or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs (Rupees. only) as aforesaid or extend the period of the guarantee beyond the said day of..... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the BIDDER or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the BIDDER.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the BIDDER hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the BIDDER from time to time arising out of or in relation to the said Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the BIDDER or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your prior consent in writing.

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the BIDDER.



14. Notwithstanding anything contained herein above;
 - i) Our liability under this Guarantee shall not exceed Rs.....
(Rupees..... only);
 - ii) This Bank Guarantee shall be valid up to and including the date.....; and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal Address

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form F- 6B (Not Applicable)

BID SECURITY DECLARATION
(ON 300 RS. STAMP PAPER)

To
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301, Uttar Pradesh- India
Tel:022-27704600/4700

Tender No: GSL/REPL/006/C-DBS

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum), I/We, M/s.(Name of Bidder) have submitted our bid and hereby declare that as per Government of India Office Memorandum No. F.9/4/2020- PPD dated 12th November 2020, in lieu of Earnest Money Deposit, I/We hereby submit this Bid Security Declaration.

I/We, M/s..... (Name of Bidder) hereby understand that, according to the terms and conditions narrated in the tender documents (including all corrigendum) we are submitting this Bid Security Declaration.

I/We understand that, our proprietorship firm / partnership firm / company including our proprietor/ partner/ owner/ directorsof M/s (Name of Bidder) will be suspended for a period of 1 years from the date of subject tender closing date if M/s..... (Name of Bidder) will breach any of the conditions mentioned under clause no. 11.7 of Section I – Instruction To Bidders and having found indulged in corrupt/fraudulent/collusive/coercive practice.

I/we declare and undertake that if we breach any of the conditions mentioned under clause no. 11.7 of Section I – Instruction To Bidders and having found indulged in corrupt/fraudulent/collusive/coercive practice, GSL reserves right to take punitive actions against us including but not limited to termination of any on- going contracts with GSL. Further GSL reserves the right to recover amount from the outstanding payment to be made to M/s (Name of Bidder).

We hereby declare that during suspension period, I/We, M/s.....(Name of Bidder) shall not be considered for issuance of any tender or contract by GASONET SERVICES LIMITED for any category.



Place:

Date:

(SEAL AND SIGNATURE OF BIDDER)

Name:

Designation

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

Form F- 7

PROFORMA FOR CONTRACT PERFORMANCE BANK GURANTEE

(To be stamped in accordance with Stamp Act)

Ref No

Bank

Guarantee



No.Dated

GASONET SERVICES LIMITED

Dear Sirs,

In consideration of GASONET SERVICES LIMITED, incorporated under Company's Act 1956 having its registered office at GASONET SERVICES LIMITED, 807, World Trade, Tower Setor-16, Noida-201301, Uttar Pradesh, INDIA (herein after referred to as "GSL" which expression shall unless repugnant to the context or meaning thereof include all its successors, Administrators, or meaning there of include all its successors, administrators, executors and assignees) having entered into a Contract / Purchase Order No. _____ dated (herein after called the contract which express shall include all the amendments thereto) with M/s. having its Head/ registered Office at _____ (herein after referred to as the Supplier / Contractors which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and assignees) shall furnish to GSL a Contract performance guarantee for Rs. _____ contract. for the satisfactory performance of the entire

1. We _____ (Name and full address of the bank) registered under the laws of _____ having head / registered office at _____ (herein after referred to as "The bank" which expressions shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and only permitted assignees) guarantee and undertake to pay immediately on first demand by GSL in writing, the monies to the extent of Rs. (in figures) (Rs. _____ in words _____) without any demur, reservation, contest or protest and/or without any reference to the Contractor(s)/ supplier any such demand made by GSL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, Arbitrator or any authority and / or any other matter of thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GSL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor(s)/ Supplier and shall remain valid, binding and operative against the bank.
2. The Bank also agree that GSL at its option shall be entitled to Enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor(s)/ Supplier and notwithstanding any security or other guarantee that GSL may have in relation to Contractor(s)/ Supplier's liabilities.
3. The bank further agree that GSL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of their terms and conditions of the said contract or to extend time of the performance by the said contractor(s) / supplier from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GSL against the said contractor(s)/supplier and to forbear or enforce any of the terms and conditions

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Supplier or for any forbearance, act or omission on the part of GSL or any indulgence by GSL to the said contractor(s) / Supplier or any such matter or thing whatsoever.

4. The bank further agrees that the Guarantee herein taken for the performance of the contract and all dues of GSL under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till GSL discharges this guarantee in writing or till its date of expiry whichever is earlier.
5. This guarantee shall not be discharged by any change in our constitution, in the constitution of GSL or that of the Contractor(s)/ Supplier.
6. The bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts at Ahmedabad, India.
7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. _____ (in figures) (Rs. _____ (in words) and our guarantee shall remain in force until it is discharged by GSL in writing or till its expiry date i.e. _____ (indicate the date of expiry of bank guarantee).
8. After the date of expiry i.e. _____ this guarantee shall remain valid for further period of three months from the date of expiry i.e. _____. The Bank agrees to honour any claim under this Guarantee within three months from the date of expiry of this guarantee i.e. upto _____ (mention date after three months after expiry).
9. The bank agrees to pay full or part amount under this bank guarantee immediately after submission of demand or claim or request letter from GSL at any branch of the bank within India.

In witness whereof, the bank through its authorised officer has set its hand and stamp on this _____ day of the _____ at _____.



(SIGNATURE)

Full name, Designation and Official address

(in legible letters)

With Bank Stamp

Attorney as per
Power of Attorney No.
Date: ____

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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Witness No. 1

Witness No. 2

(Signature)

(Signature)

Full name and official



Full name and official

Address

Address

(In legible letters)

(in legible letters)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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LETTER OF UNDERTAKING - HOLIDAY LIST
(ON BIDDER'S LETTER HEAD)

Tender No.:



To,
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301
Uttar Pradesh India.

Dear Sir,

This is to certify that we (Name of the bidder _____) is neither on Holiday or black listed by GSL nor by any central government department/ Central PSU.

In case the above information is found wrong, action may be taken as per the provision of GCC-woks / goods.

SIGNATURE AND SEAL OF BIDDER

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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Form-9

**DECLARATION FOR NO ALTERNATIVE OR ALTERED OR MODIFIED BID
(ON BIDDER'S LETTER HEAD)**



To,
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301
Uttar Pradesh India.

Dear Sir,

We (Name of the bidder) confirm that we have not submitted any alternative bid.

We also confirmed that we have not altered or modified any part of this Bid Document.

SIGNATURE AND SEAL OF BIDDER

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
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FORM F-10:

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(To be provided by Chartered Accountant)

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

A. ANNUAL TURN OVER OF LAST 3 YEARS:

Sr. No.	Year (Please Mention years)	Amount (Currency)
1.	Year 1:	
2.	Year 2:	
3.	Year 3:	
4.	Average of Last 3 Years	

B. FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR:



Sr. No.	Description	Year 1 :	Year 2 :	Year 3 :
		Amount (Currency)	Amount (Currency)	Amount (Currency)
1.	Currency Assets			
2.	Current liabilities			
3.	Working capital (Current assets-current liabilities)			
4.	Net worth (Paid up share capital and free reserves & surplus)			
5.	Net Profit / Loss			

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized signatory]



Name:
Designation:
Seal:

Membership no.

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
3. In case the tenders having the bid closing date up to 31st September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th Sep. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.
4. For the purpose of this Tender document (i) Annual Turnover shall be “Sale value/Operating Income” (ii) Working capital shall be “Current Assets less Current Liabilities” and (iii) Net Worth shall be “Paid up share capital and Free reserves & Surplus”
5. Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.
6. The information supplied should be the Annual Turnover of the bidder
7. A brief note should be appended describing thereby details of turnover as per audited results.
8. 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;
 - i) All such documents reflect the financial situation of the bidder
 - ii) Historic financial statements must be audited by a certified accountant.
 - iii) Historic financial statements must be complete, including all notes to the financial statements.
 - iv) Historic financial statements must correspond to accounting periods already completed and audited

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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FORM F-11: VENDOR CREATION FORM

GSL Vendor Creation form

Particulars	Inputs	Mandatory / Optional
Purchasing Organization		For Office Use
Name		
Search term		For Office Use
Address		
Postal code		
City		
District		
Country		
E-mail		
Contact Person		
Phone/Mobile		
Fax		
Industry		
Reconciliation account (To be Filled by Finance)		For Office Use
Payment terms		For Office Use
Order Currency		
Inco Terms (To be filled by MM)		For Office Use
Scheme Group Vendor (To be filled by MM)		For Office Use
PAN No.		
GST Reg No.		
MSME No.		
Requested By		For Office Use
Date		For Office Use
Approved By (HOD)		For Office Use
Date		For Office Use



Date:

Authorized Signatory

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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**FORM F-12:
FORMAT FOR BIDDERS OUERIES & IT'S REPLY**

QUERIES RAISED DURING PRE-BID MEETING BY BIDDER AND REPLY / CLARIFICATION TO BIDDERS BY OWNER					
Tender No.: GSL/REPL/006/C-DBS				Date / Time of Pre- Bid :	
Venue:			Date of Pre-bid Clarifications:		
Tender Description:					
Bidder Name :					
Sr.	Tender Clause No. / Annexure	Page No.	Clause Description	Bidders Comments / Queries	Owner Reply / Clarifications to Bidders
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
<p>SIGNATURE AND SEAL OF BIDDER</p>					

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

**FORM F-13:
“SAMPLE INDICATIVE” FORMAT FOR CONTRACT**

SUBJECT: Contract for “_____.”

Reference:

1. Tender No: GSL/REPL/006/C-DBS: :2022-23 Dated:_Due on:
2. Your Offer Ref. _____ DATED ____.

Dear Sir,

This has reference to your bid against our Tender No.: GSL/REPL/006/C-DBS: 2022-23 ,GASONET SERVICES LIMITED is pleased to issue this Contract for “_____”as further detailed hereunder and as per the terms & conditions specified in the Tender document and subsequent discussions / correspondence we had till date as referred above.

'Owner' hereafter refers to GASONET SERVICES LIMITED and 'Contractor/Vendor' refers to M/s "_____"

The major terms & conditions of the work shall be as follows:

1.0 SCOPE OF WORK:

- 1.1 The Scope of Work for this Contract shall be as per GSL:TEND:____: 2022-23 .

2.0 CONTRACT VALUE:

- 2.1 The Total Contract value for__Year shall be Rs._____-/- inclusive of all taxes and duties. The agreed rates shall remain firm and fixed till the expiry of contract and rate validity period. The vendor shall not be entitled to any inflation, escalation or revision (except as defined in tender document) during the contract period.

3.0 CONTRACT PERIOD:

- 3.1 The contract period shall be__year. From the date of LOI.
- 3.2 Rate established in this tender shall be valid during the period of the LOA/Work Order/Contract.
- 3.3 The effective date of order will be the date of the first notification of award i.e._____.

4.0 CONTRACT PERFORMANCE BANK GUARANTEE:

- 4.1 As per Tender conditions.



5.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD:

- 5.1 As per Technical Vol.

6.0 LIQUIDATED DAMAGES / COMPENSATION FOR DELAY

- 6.1 If the CONTRACTOR fails to deliver any or all of the GOODS or perform the services within the time period(s) specified in the CONTRACT, the OWNER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the total CONTRACT PRICE, including subsequent modifications.

- 6.2 In the event the invoice value is not reduced proportionately for the delay, the OWNER may deduct the amount so payable by the CONTRACTOR, from any amount falling due to the CONTRACTOR or by recovery against the Performance Bank Guarantee. Both CONTRACTOR and OWNER agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the OWNER would have suffered on account of delay/breach on the part of

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the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. A decision of the OWNER in the matter of applicability of price reduction shall be final and binding.

6.3 The time allowed for Supply of Services as entered in the contract, shall be strictly observed by the Owner. Work shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be the essence of the contract).

For Material:

In case of delay in completion of supply beyond the stipulated time, penalty would be levied @ 1% of total value of the undelivered part per week or part thereof for each extra week taken by the vendor i.e. more than schedule time/period, subject to maximum of 10% of the total value of the undelivered part. In case of delay of more than 10 weeks in supply of material or services beyond a stipulated completion date, GSL reserves the right to terminate the contract and reserves the right to place order on another vendor. Any extra expenditure that GSL will have to incur for procurement of the balance material through the other supplier on account of higher rates quoted by the supplier will be recovered from the supplier's retention money, pending bills etc. All lots shall be considered separately for applying PRS in case of delay as described above.

For Services:

Work shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be the essence of the contract) and the Bidder shall pay to the GSL as compensation an amount equal to 0.5 % of the total value of the incomplete work of Contract/PO for each week of delay or part thereof for extra week taken more than schedule period/time, subject to maximum of the 5 % of the total value of incomplete work of Contract/PO after which period action will be taken under the provision of the Contract.

7.0 COMPLETION SCHEDULE:

7.1 As per Technical Vol.

9.0 PAYMENT TERMS AND MODE OF PAYMENT:

9.1 As Per Tender Documents. Within 30 working days for making payment after receipt of undisputed certified invoice at Gasonet Service (RJ) Limited.

10.0 FORCE MAJEURE:



10.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include but are not restricted to:

- 10.1.1 War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- 10.1.2 Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc;
- 10.1.3 Explosions, fires, destruction of machinery, plant and installations of any nature.
- 10.1.4 Arbitrary action, if any of the Government of India or a relevant State;
- 10.1.5 Refusal by government authority of Government of India to grant the necessary permits needed to carry out the agreement provided such refusal is not the result of the doing of the parties.
- 10.1.6 Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

11.0 TERMINATION OF CONTRACT:

11.1 Owner reserves the right to terminate the contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days notice in writing.

- (a) Breach of contractual obligation by the Contractor
- (b) Insolvency or bankruptcy of the Contractor
- (c) Unsatisfactory performance or negligence by the Contractor

	ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA	
TENDER DOCUMENT NO: GSL/REPL/006/C-DBS		Date: 22/12/2022

- (d) Failure to meet the objectives by the Contractor as envisaged under the contract
- (e) Failure to meet HSE norms by the Contractor

- (f) Failure to comply the statutory requirement as envisaged under the contract
Please Refer LIT for further details

12.0 INSURANCE:

12.1 Service provider shall be responsible to fully insure your employees for any injury, death, hazards and sickness or any such risks that may be connected to the works for entire period of contract. GSL shall not be responsible for any liability on this account.

13.0 CONFIDENTIALITY:

13.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Contract / Bid Document or information received from the Owner / Consultant / Engineer/ Inspector.

13.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retain the right to claim damages from the Contractor in the case where these documents have been used without such written consent.

13.3 However, these obligations do not apply to documents for which it can be demonstrated that

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the otherparty, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecycommitment to the other party.

13.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.

13.5 Any document, other than the Agreement itself, enumerated shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor’s obligations under the Agreement, if so required by the Owner.

13.6 The Confidential Information is and remains the property of the Owner.

14.0 ARBITRATION / SETTLEMENT OF DISPUTE:

14.1 Any dispute between the parties shall be resolved mutually by the parties. If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved in accordance with provisions of Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended from time to time or its re-enactment. Place of Arbitration shall be . In the event, no amicable resolution or settlement is reached within 30 days from the date on which such dispute or difference arose,such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of GSL, in accordance with the Arbitration and Conciliation Act,1996.



15.0 SITE ORGANIZATION:

15.1 Subject to the provisions in the document and without prejudice to contractor’s liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-charge depending on the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost toOwner.

15.2 Please refer Tender documents-Scope of Work for further details.

16.0 SUB CONTRACTING or SUB-LETTING OF CONTRACT:

16.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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assigned or sub-let, directly or indirectly, to any person / firm or organization by the Contractor without written consent of Owner,

16.2 Provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Service Order.

17.0 MODIFICATION / AMENDMENT IN CONTRACT



17.1 No alteration or variation in the contract is valid unless agreed to in writing by both the parties.

17.0 ALL OTHER TERMS AND CONDITIONS:

17.1 All other terms and conditions will be as per above referred tender and all subsequent correspondences ending till date against the tender.

18.0 ACKNOWLEDGEMENT:

18.1 This Contract is being sent herewith in duplicate. Please convey your unconditional acceptance to this Contract by sending us an accepted copy of this order within 07 days of receipt of this Contract copy. If no communication is received within 07 days of receipt of work order it will be treated that order has been accepted entirely.

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

**Form-I
UNDERTAKING ON LETTERHEAD**

To,
GASONET SERVICES LIMITED,
807, World Trade, Tower Setor-16,
Noida-201301
Uttar Pradesh India.

SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA

TENDER NO.: GSL/REPL/006/C-DBS

Dear Sir,



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

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

(Bidder is to tick appropriate option (or X) above).

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

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

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**CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISE
DEVELOPMENT ACT, 2006 (MSMED ACT 2006)”**

**SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI,
PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA**

TENDER NO.: GSL/REPL/006/C-DBS

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

a. **Micro Enterprise -**

b. **Small Enterprise -**

c. **Medium Enterprise -**

(Please put a tick in the appropriate box)

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



Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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**FORM F-14:
FORMAT FOR CUT-OUT SLIPS(3 NOS.)**

**CUT-OUT SLIP (OUTER
ENVELOPE)
DO NOT OPEN - THIS IS A QUOTATION**

CLIENT : GASONET SERVICES LIMITED

PROJECT SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) &
CHAMPAWAT GA

BID DOCUMENT NO : GSL/REPL/006/C-DBS



To,
Mr. Dipesh Negi
Lead Procurement – Assistant Manager
Gasonet Services (RJ) Limited
Corporate Office: 807, World Trade Tower,
Setor-16, Noida, Uttar Pradesh.
Pin Code-201301
Contact No.: +91- 7490042375
Mail Id: dipesh.negi@gasonet.in

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing “Bid Security/ EMD” bids)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

CUT-OUTSLIP
(TECHNICAL BID)
DO NOT OPEN - THIS IS A QUOTATION

CLIENT : GASONET SERVICES LIMITED

**PROJECT SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) &
CHAMPAWAT GA**

BID DOCUMENT NO : GSL/REPL/006/C-DBS

DUE DATE & TIME :



To,
Mr. Dipesh Negi
Lead Procurement – Assistant Manager
Gasonet Services (RJ) Limited
Corporate Office: 807, World Trade Tower,
Setor-16, Noida, Uttar Pradesh.
Pin Code-201301
Contact No.: +91- 7490042375
Mail Id: dipesh.negi@gasonet.in

FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing "Bid Security/ EMD" bids)

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
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CUT-OUT SLIP
(BID SECURITIES / EMD)
DO NOT OPEN - THIS IS A QUOTATION

CLIENT : GASONET SERVICES LIMITED

PROJECT SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) &
CHAMPAWAT GA

BID DOCUMENT NO : GSL/REPL/006/C-DBS

DUE DATE & TIME

To,
Mr. Dipesh Negi
Lead Procurement – Assistant Manager
Gasonet Services (RJ) Limited
Corporate Office: 807, World Trade Tower,
Setor-16, Noida, Uttar Pradesh.
Pin Code-201301
Contact No.: +91- 7490042375
Mail Id: dipesh.negi@gasonet.in



FROM

NAME:

ADDRESS:

(To be pasted on the outer envelope containing “Bid Security/ EMD” bids)

Note for GSL Reception Personnel: GSL Concerned Person “.....”

	<p align="center">ANNUAL RATE CONTRACT FOR CNG DBS STATION CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) & CHAMPAWAT GA</p>	
<p>TENDER DOCUMENT NO: GSL/REPL/006/C-DBS</p>		<p align="right">Date: 22/12/2022</p>

CUT-OUT SLIP
(PRICE BID)
DO NOT OPEN - THIS IS A QUOTATION

CLIENT : GASONET SERVICES LIMITED

PROJECT SUB: ANNUAL RATE CONTRACT FOR CNG DBS STATION
CONSTRUCTION AT CHURU, MANDI, PAURI GARWAL (RISHIKESH) &
CHAMPAWAT GA

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