



GASNET SERVICES (RJ) LIMITED

PROCUREMENT OF API 5L 3LPE COATED CS LINE PIPE

RESONANCE ENERGY PVT LTD

COMMERCIAL VOLUME I OF II

TENDER NO.: GSL/REPL/012/STPL

OPEN DOMESTIC COMPETITIVE BIDDING

0	07/12/2023	KC	AN	
Rev.	Date	Prepared By	Checked By	Approved By



COMMERCIAL TENDER



TENDER DOCUMENT NO:
GSL/REPL/012/STPL

Date: 07/12/2023

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INVITATION FOR BIDS (IFB)



TENDER DOCUMENT NO:
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INVITATION FOR BIDS (IFB)

(SECTION I)

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	PROCUREMENT OF API 5L 3LPE COATED CS LINE PIPE
B.	TYPE OF BID	OPEN DOMESTIC COMPETITIVE BIDDING
C.	TENDER DOCUMENT NUMBER	TENDER NO.: GSL/REPL/012/STPL
D.	PRE-BID MEETING DATE & TIME	14th December, 2023 at 15:00 HRS IST , via VC Meeting link shall be shared separately by email.
E.	BID SUBMISSION DUE DATE & TIME	27th December 2023 till 15:00 HRS IST . Bids should be submitted by E-mail as per clause no. 8.3 of IFB
F.	BID SECURITY (EMD)	NIL
G.	TENDER FEE	Not Applicable

H.	BID VALIDITY	30 days from the bid due date.	
I.	TECHNICAL BID OPENING DUE DATE	28th December, 2023 at 12:00 HRS IST	
J.	COMMERCIAL BID OPENING DUE DATE	Date & Time shall be intimated to the technically qualified bidders	
K.	ADDRESS FOR CORRESPONDENCE	Mr. Dipesh Negi 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	C &P Resonance Energy Pvt. Ltd. Office Address: C-75, Kanoli, Sector-10, Noida- 201301 Contact: +91 9818794146 Mail Id: cp12@energyworld.biz

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 <http://gasonet.in/> and <http://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 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

4.1 The present project is the pipeline network for supplying Natural Gas to Domestic, Commercial, and Industrial consumers. It is proposed to procure 3 LPE coated CS Pipes for City Gas Distribution Projects for Gasonet services Limited as per details furnished in this Bid documents

5.0 BRIEF SCOPE OF SUPPLY

5.1 The scope of supply covers Design, Manufacturing, Inspection, Testing, coating of 3LPE and Transportation of Carbon Steel Line Pipes to GSL Site/ store to be used in City Gas Distribution Project in Rajasthan by GASONET SERVICES (RJ) LIMITED as per detail given below:

ITEM NO.	SIZE (Inch)	THK. (mm)	EXTERNAL COATING	QTY (Meter)	
A	4"	6.4	API 5L Gr. X-42 & above up to X-52	3LPE	15000
B	6"	6.4		3LPE	60000
C	8"	6.4		3LPE	6000
D	2"	6.4		BARE	60
E	4"	6.4		BARE	60
F	6"	6.4		BARE	60

*Bidder to quote based on the ready material available/under manufacturing/ planned manufacturing to ensure the supply ready for dispatch within 1 month from the date of PO/Advance, whichever is later.

5.2 The above quantities are indicative and for evaluation purpose only. Purchaser reserves the right to increase or decrease at the time of award.

5.3 Bidder can quote as per the available quantities.

5.4 Bidder can quote multiple grades along with quantities that are ready material available/under manufacturing/ planned manufacturing to ensure the supply ready for dispatch within 1 month.

5.5 Price comparison among different grade of material shall be evaluated on the following method

- Price Preference on X-46 over X-42: **1.5% of base price.**
- Price Preference on X-42 over X-52: **3% of base price.**
- Pro-rated premium to be evaluated b/w X-52 over X-46 based on above method.

6.0 CONTRACT VALIDITY AND DELIVERY SCHEDULE

6.1 Short term contract, the delivery to be completed with maximum 3 lot in a span of 3 month. The earliest lot delivery within 1 Month from the date of PO.

6.2 The scope of work shall be completed, as per instructions of the Owner :



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- 6.2.1 Delivery of 1st lot shall be completed within 04 weeks from placement date of LOA/PO/ first intimation from Gasonet.
- 6.2.2 Delivery of 2nd lot shall be completed within 08 weeks from placement date of LOA/PO/ first intimation from Gasonet.
- 6.2.3 Delivery of 3rd lot shall be completed within 12 weeks from placement date of LOA/PO/ intimation from Gas.

Note:

- a. The basis of delivery shall be FOT, Gasonet Site/Store basis including unloading and stacking at Gasonet Site / Store at Rajasthan (Bikaner and Churu Districts).
- b. Gasonet may take the supply of full quantity in first” Lot” itself subject to the adequate availability of storage space at site.

7.0 BID VALIDITY

Bid should be valid for 30 days from the date of schedule submission.

8.0 BIDDING PROCEDURE

- 8.1 Bidding will be conducted through International Competitive Bidding basis. Single stage two bid system is adopted for this tender.
- 8.2 Tender document will be shared through e-mail and bidder can also download tender document through Resonance Energy website <http://energyworld.biz> and Gasonet (RJ) Ltd website <http://gasonet.in/>
- 8.3 The submission and opening of bids will be through e-mail at alok.thakur@gasonet.in, gajendra.bhardwaj@gasonet.in, dipesh.negi@gasonet.in akhilesh@energyworld.biz cp12@energyworld.biz

9.0 BANK DETAIL

Gasonet Services (RJ) Limited

Bank Name- **HDFC BANK**

BANK ACC. NO. – **57500000994240**

IFSC CODE – **HDFC0004435**

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

10.0 BID EVALUATION CRITERIA (BEC)

10.1 TECHNICAL CRITERIA:

10.1.1 The bidder must have valid license to use API 5L monogram on line pipe with product specification level for the proposed pipeline mills for the sizes for which they have quoted.

10.1.2 The bidder must be a manufacturer of Carbon Steel Line Pipe and must have successfully supplied at least following specified quantities for hydrocarbon application during last 7 years reckoned from the final due date of bid submission.

Sr. No.	SOR Line Item	Size	Minimum Length Supplied (Km)	Grade
1.	Item-A	4” and Higher	25	Standard : API 5L , PSL -2 Material Grade X-42 or above, ERW/Seamless with 3LPE Coating
2.	Item-B	6” and Higher	09	
3.	Item-C	8” and Higher	01	

10.1.3 If the manufacturer does not sell his products directly but through his dealer/ distributor/ subsidiary, he can authorize a single agency to submit the bid. In such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.

10.1.4 Bidder who does not meet the qualification requirement, proposing to manufacture & supply from pipe mill in India, such bidder shall be considered for supply of line pipes covered under the scope of supply subject to submission of Pipe mill capacity demonstration certificate issued by Govt. agencies such as EIL / MECON based on satisfactory demonstration of the pipe mill(s) capacity for line pipe as per API 5L PSL-2 that are of the same type and equal or higher in terms of diameter, wall thickness, and material grade as offered for items listed in the scope of supply, in the last 24 months reckoned from the due date of submission of bid along with their offer.

Note:

- 1) Either manufacturer or its authorized supplier/dealer can participate against the tender, if the manufacturer and its authorized supplier both submit their bids, the bid submitted by the manufacturer only will be considered for evaluation.
- 2) Further, one manufacturer can quote only through one sole selling agent / authorized distributor/ authorized dealer/ authorized supply house and a sole selling agent / authorized distributor/ authorized dealer/ authorized supply house shall offer product of only one manufacturer.
- 3) A job executed by a bidder for its own plant/projects 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.

- 4) For running contract, if the actual executed value/quantity (for partially executed contract) is equal to or more than the value/quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed value/quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement.
- 5) 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 said execution certificate has been issued is ready for commercial use.

If a bidder quotes for more than one line item, then the requirement of technical BEC will be calculated on cumulative basis.

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

10.2 FINANCIAL CRITERIA

Not Applicable

10.3 THE DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER TO SUBSTANTIATE THEIR QUALIFICATION UNDER BIDDER EVALUATION CRITERIA (BEC) SHALL BE AS FOLLOWS:

Sl.No	BEC Clause No.	Documents Required
1	10.1.1	<ol style="list-style-type: none"> 1. Purchase order (s)/ Work Order (s) defining the complete scope of work. 2. Copy of SOR clearly describing the scope of work. 3. Inspection release note(s)/ Dispatch clearance note/ Completion certificate/ GRV (Goods Received Voucher) issued by Purchaser/ Consultant or their authorized representative for relevant orders. 4. Copy of valid license to use API 5L monogram on line pipe with product specification level for the proposed pipeline mills for the sizes for which they have quoted, as applicable 5. Pipe mill capacity demonstration certificate issued by Govt. agencies (bidder qualifying under clause no. 10.1.4 only)

Note

- The bidder shall be required to submit the documentation and proof for above BEC requirements and purchaser may make additional checks for the same at his sole discretion.
- The relevant documents as required in support of BEC clauses shall be submitted by the bidder as mentioned in forms & formats of tender document.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by bidder is liable to be rejected.
- GASONET decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

11.0 PRE-BID MEETING

- 11.1 Pre-bid Meeting shall be held via Video conference, Link shall be shared separately via mail.
- 11.2 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 cp12@energyworld.biz , dipesh.negi@gasonet.in, cp11@energyworld.biz
- 11.3 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.
- 11.4 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 increase or decrease the scope of work before or after award of work.
- 12.2 GSL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.3 Purchaser/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 12.4 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.

13.0 EVALUATION METHODOLOGY

- 13.1 Evaluation and comparison of bid shall be carried out according to the BEC criteria of the tender.
- 13.2 The “Schedule of Rates” including GST quoted shall be carried out on item wise basis. The total quoted price in “Schedule of Rates” for complete scope of work shall be taken up for evaluation.
- 13.3 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.
- 13.4 The OWNER / Consultant will evaluate and compare the price-bids who are found to be techno-commercially qualified.



INSTRUCTION TO BIDDERS (ITB)



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INSTRUCTIONS TO BIDDERS (ITB)

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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.

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 Volume

- Section – I : Invitation 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 Volume.

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>, and <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.

8.2 Any query/ clarification from the bidder shall be considered before 7 days from bid submission date.

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 addendum, the last issued addendum shall prevail.

9.5 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.

9.6 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 Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents.
- 11.2 The Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
- 11.3 Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and.
- 11.4 Bid security furnished in accordance with Performa given in this bid documents.

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 ITB cl.no.22, Bidder shall furnish its bid in two parts, the first part will contain all bid forms with related documents, SOR without prices but not the price schedule, the second part will contain only price schedule, each such part must be sent separately via mail as specified in clause no. 22 of ITB.

13.0 BID PRICES

- 13.1 The Prices should be quoted in INR/USD. The bids will be evaluated in INR and conversion rate shall be taken as on the date of bidding.
- 13.2 The Bidder shall indicate in the appropriate "Schedule of Rates" (SOR) the unit prices and total price of the goods it proposes to supply under the contract.
 - Quoted Unit price including packing & forwarding, & TPIA charges.
 - Unit freight charges including transit insurance, unloading & staking at GASONET Site/Store
 - GST prices against each SOR line item. Bid submitted for part scope shall be rejected.
- 13.3 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.)

- 13.4** 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.
- 13.5** 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 variation in GST).
- 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.
- 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 30 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

18.1 Bid Security/EMD has been waived of for this tender.

19.0 FORMAT AND SIGNING OF BID

19.1 The bidder shall prepare an original bid as required in the tender submitted same via e-mail.

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-4).

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.

21.0 PUBLIC PROCUREMENT POLICY FOR MICRO, SMAL AND MEDIUM ENTERPRISES- Not Applicable**22.0 PREPARATION & SUBMISSION OF BID**

22.1 Bid must be submitted through E-mail in two different file attachment.

Bidder must attach the following documents in first file attachment

- Covering Letter
- Forms & Format
- Duly signed Tender document
- Un-priced SOR
- BEC technical & financial document

22.2 Bidder must attach password protected file of Priced- SOR in second file attachment. Bidder must follow below instructions, for submitting password of price bid:

- a) File must be password protected of Twelve (12) characters.
- b) The password of Price-bid shall be divided into four parts with individual 3 (three) characters. The first part (first three characters) of the password shall be shared to email id: alok.thakur@gasonet.in second part (Next three characters) shall be shared to email id: gajendra.bhardwaj@gasonet.in , the third part (Next three characters) shall be shared to email id: dipesh.negi@gasonet.in and the fourth part (Last three characters) shall be shared to email id: akhilesh@energyworld.biz.
- c) Unprotected submission of price bid shall be liable to rejection of bid.

23.0 DEADLINE FOR SUBMISSION OF BID

23.1 The bid must be submitted through E-mail as specified in IFB not later than the time and date as specified in clause no. 2.0 (E) of IFB.

23.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

24.0 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 will be treated as late tenders and shall not be considered for evaluation.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1** After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 25.2** 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.

D. BID OPENING AND EVALUATION

26.0 BID OPENING

- 26.1** The Purchaser/Consultant will open all bids on online mode in the presence of Bidders' representatives who choose to attend via video conferencing (date & time shall be intimated later).
- 26.2** The Bidders' names, bid modifications or withdrawals, and any such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

27.0 CLARIFICATION OF BIDS

- 27.1** 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.
- 27.2** 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.
- 27.3** Bidder to ensure submission of all requisite documents as per checklist given in Techno Commercial Proposal sheet.

28.0 CONTACTING THE OWNER

- 28.1** 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.
- 28.2** 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.
- 28.3** 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.

29.0 PRELIMINARY EXAMINATION OF BIDS TECHNO-COMMERCIAL BID EVALUATION

- 29.1** 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.
- 29.2** 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.
- 29.3** 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.
- 29.4** 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.
- 29.5** The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to 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 :
- 29.6** 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.
- 29.7** Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.
- 29.8** Requisite forms contain all necessary information stipulated in the Bid Document.

30.0 REJECTION CRITERIA

- 30.1** Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 30.2** 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:

- Firm price
- Bidder Qualification Criteria (BQC) and scope of work
- Specifications
- Price schedule in other than prescribed format or with insertion of any condition(s)
- Delivery / completion schedule
- Period of validity of bid
- Price reduction schedule
- Performance bank guarantee/ security deposit
- Guarantee/warranty of goods / work
- Arbitration / resolution of dispute
- Force majeure
- Applicable laws
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- Non-submission of price bid in price bid.
- If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price
- non-submission of declaration regarding holiday listing status
- Prices if received in unpriced bid envelope / cover-1 shall not be considered for evaluation and bid shall be summarily rejected.
- Penalty provisions

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

31.0 ARITHMETIC CORRECTIONS

- 31.1** 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.
- 31.2** If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

32.0 OPENING OF PRICE BID:

- 32.1** The bids which are found to be techno-commercially acceptable shall be considered for the opening of priced bids.
- 32.2** The price bids will be checked for arithmetical errors and such errors if any, will be rectified on the following basis:

- 32.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
- 32.4 If there is a discrepancy between words and figures, the amount in words will prevail;
- 32.5 In cases where a different summary price schedule and separate individual price schedules are provided to be filled in and if there is a discrepancy between the amount in the summary schedule and the summation arrived at by adding the individual schedules the higher of the two will be taken for the purposes of bid evaluation, while the lower of the two will be taken for the award if selected.
- 32.6 If the Bidder does not accept the provisions of this clause, its bid will be rejected, and its bid security shall be forfeited.

33.0 EVALUATION AND COMPARISON OF BIDS

- 33.1 Bidder may quote for one or more items and bids will be evaluated on item-wise basis (i.e. separately for each item as per clause No.5.5 IFB) on FOT site basis, on least cost to Gasonet.
- 33.2 Bidder can quote for full quantity or part quantity based on the multiple grades along with quantities that are ready material available/under manufacturing/ planned manufacturing to ensure the supply ready for dispatch within the stipulated time period.

The evaluated price of bidders shall include the following:

- 33.2.1 Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials including Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, Transit Insurance, Loading / Unloading , Stacking, mandatory spares etc. (wherever applicable).
- 33.2.2 GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation
- 33.2.3 Other loading, if any, as specified in Tender Documents.
- 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 all the 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.

36.0 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.

AWARD OF CONTRACT**37.0 AWARD CRITERIA**

- 37.1 Subject to various clauses of ITB, the Owner/ Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive and has been determined as a **lowest bid on item wise basis** based on the quoted multiple grades along with quantities that are ready available to GASONET and capacity of Bidders is as per qualification criteria and is determined to be qualified to satisfactorily perform the Contract.
- 37.2 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having higher/ highest turnover in last audited financial year.

38.0 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 38.1 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.
- 38.2 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.

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

- 40.0 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.
- 40.1 The date of Letter of Acceptance (LOA) for notification of Award will constitute effective date.
- 40.2 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.

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 CORRUPT AND FRAUDULENT PRACTICES

- 42.1 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.

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

43.0 INCOME TAX LIABILITY

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

44.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE

- 44.1 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.
- 44.2 The date of letter of acceptance for notification of award will constitute effective date.
- 44.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 44.4 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.
- 44.5 Letter of Acceptance read in conjunction with bid documents shall be binding Contract.

45.0 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.

46.0 DOCUMENT PRECEDENCE

- 46.1 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
 - 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

47.0 GENERAL

- 47.1 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.
- 47.2 The work will be supervised by Owner's Engineer-In-Charge, or his representative and the Contractor has to strictly adhere to his instructions.
- 47.3 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.
- 47.4 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.
- 47.5 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.

48.0 SINGLE POINT RESPONSIBILITIES

- 48.1 The bidder shall submit bid on single point sole / prime bidder responsibility basis. No consortium / joint bid shall be accepted.
- 48.2 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.



**GENERAL CONDITIONS OF CONTRACT
(GCC)**



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Date: 07/12/2023

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III



GENERAL CONDITIONS OF CONTRACT (GCC)



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GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION

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 may be 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 dispatch, 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.



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- 1.13 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. GASONET.
- 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 Contractor covered under the scope of the Agreement.
- 1.16 'Site' or 'Owner's stores' means the place Gasonet or places named in tender document.
- 1.17 'SCC means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.

2.0 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.

3.0 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.



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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
- (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.

4.0 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



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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
- 4.9 (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.
- 4.10 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5.0 INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 3.0.

6.0 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.

7.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document 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 Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to GASONET.



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7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed 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.

8.0 PRICES

8.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on 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.

9.0 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 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 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 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.

10.0 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.

11.0 PAYMENT

11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner,



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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.

12.0 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.

13.0 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:

13.3 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand



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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.

13.4 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.

13.5 In such events of above sub-clauses:

13.5.1 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.

13.5.2 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.

13.6 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 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.



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- 13.7 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.
- 13.8 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.
- 13.9 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.
- 14.0 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.
- 14.2 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.



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15.0 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 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.

16.0 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 ensure as provided in the said clause.

17.0 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

18.0 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



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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.

19.0 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 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.

20.0 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.

21.0 OTHER AGENCIES AT SITE



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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

22.0 LIENS

22.1 The OWNER shall have lien on all materials, equipment 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

23.0 TERMINATION FOR OWNER'S CONVENIENCE

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.

24.0 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

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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.

25.0 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.

26.0 NO WAIVER OF RIGHTS



26.1 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.

27.0 PLANNING

27.1 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:

27.2 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)

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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,



- 27.3 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.
- 27.4 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.
- 27.5 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

28.0 PROGRESS

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.

29.0 WORK IN MONSOON AND DEWATERING

- 29.1 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.
- 29.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR

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to keep the construction work site free from water logging at his own cost.

30.0 WORK ON SUNDAYS AND HOLIDAYS

30.1 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.

31.0 SETTLEMENT OF DISPUTES

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

31.2 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 an amicable resolution and settlement.



31.3 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.

31.4 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.

31.5 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.

31.6 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.

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

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32.0 LIMITATION OF LIABILITY

32.1 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.

33.0 GOVERNING LANGUAGE

33.1 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.

34.0 APPLICABLE LAW

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

35.0 NOTICES

35.1 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.



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

36.0 INSURANCE

36.1 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

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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.

36.2 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 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 Declaration Forms, 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 of the 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

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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 or SUB-CONTRACTOR's account.

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

36.3 WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:



Workmen Compensation, Mediclaim 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 such employees 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

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

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36.5 **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.

36.6 **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.

36.7 **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, equipment 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,

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Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.

36.8 **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.

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, and location details of work, type of risks covered and validity of the insurance

- ii) 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.

- Contract Labour Regulation and Abolition Act, 1970:
- Minimum Wages Act, 1948(Central)
- Payment of Wages Act, 1936
- ESI Act, 1948
- EPF Act, 1952
- Workmen Compensation Act 1923
- The Payment of Bonus Act 1965



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- Maternity Benefit Act 1961
- Any other laws, as applicable.
- Contract Labour Regulation and Abolition Act, 1970:

36.9 **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BYOWNER:**

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

37.0 **DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY**

37.1 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.

37.2 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 damage resulting 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

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

37.4 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.

38.0 **DATE OF COMING INTO EFFECT**

38.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

39.0 **EXECUTION OF WORK**

39.1 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



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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.

40.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

41.0 CARE OF WORKS

41.1 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

42.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

42.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum 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.

42.2 In such cases, a change order will be initialed 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

43.0 OWNER MAY DO PART OF WORK

43.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance



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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.

44.0 POSSESSION PRIOR TO COMPLETION

44.1 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.

45.0 SUSPENSION OF WORKS

45.1 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



45.2 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

46.0 CARE OF WORKS

46.1 Defects prior to taking over:

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

46.2.1 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

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46.2.2 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.

46.2.3 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.

46.2.4 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.



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47.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS



- 47.1 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 or
- 47.2 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.
- 47.3 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.

48.0 DEFENCE OF SUITS

- 48.1 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.

49.0 DEDUCTIONS FROM THE CONTRACT PRICE

- 49.1 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

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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.

50.0 COMPLETION CERTIFICATE

50.1 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 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.

50.2 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.

50.3 Completion certificate documents

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

- The technical documents according to which the WORK was carried out.



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- 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.
- COMPLETION CERTIFICATE for `embedded' and `covered' up work.
- Certificates of final levels as set out for various works.
- Certificates of tests performed for various WORKS.
- 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.

51.0 FINAL DECISION AND FINAL CERTIFICATE

51.1 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 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.

52.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

52.1 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.

53.0 CONTRACTOR'S RESPONSIBILITY

53.1 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.

53.2 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



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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.

53.3 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.

53.4 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.

53.5 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.

54.0 MODIFICATION IN CONTRACT

54.1 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.

54.2 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 conditions at variance with or supplemental to Contract.

55.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

55.1 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.

56.0 SUB-LETTING OF CONTRACT

56.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be



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transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the contractor without written consent of Owner.

57.0 EMPLOYMENT LIABILITY OF CONTRACTOR

57.1 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.

57.2 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.

57.3 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.

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

58.0 COMPLIANCE OF LAWS

58.1 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.

58.2 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

58.3 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

58.4 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.

58.5 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 as well as the Owner’s contribution to the

58.6 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



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to the work of Owner.

- 58.7 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.
- 58.8 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.
- 58.9 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / 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.
- 58.10 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.

59.0 THE ENGINEER-IN-CHARGE

- 59.1 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.
- 59.2 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.
- 59.3 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.

60.0 REPATRIATION AND TERMINATION

- 60.1 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.



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60.2 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.

60.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to 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.

61.0 INDEMNITY

61.1 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,

61.2 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.

62.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

62.1 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.

62.2 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.

62.3 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



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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.

62.4 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. 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.

62.5 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.

63.0 JURISDICTION

63.1 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.

64.0 FORCE MAJEURE

64.1 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.

64.2 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.

64.3 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.

64.4 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.



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64.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

65.0 GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

65.1 SUBMISSION OF TENDER

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.

65.2 STATUTORY LEVIES

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 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.

65.3 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.).



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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.

66.0 GENERAL TERMS & CONDITIONS FOR SUPPLY

66.1 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

66.2 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 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.

66.3 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

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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.
- e. 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
- f. 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.).
- g. 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.

67.0 GENERAL TERMS & CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

STATUTORY LEVIES, TAXES AND DUTIES

- a. 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.
- b. All Domestic Consulting-firm's should have GST registration and to provide a copy of such registration certificate and classification of service along with bid document unless exempted for which necessary document support is provided.



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- c. 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.
- d. 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.
- e. 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.
- f. 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:
 - g. 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
 - h. 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.
 - i. 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. •
 - j. 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.
 - k. 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.).
 - l. 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.



**SPECIAL CONDITIONS OF CONTRACT
(SCC)**



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SPECIAL CONDITIONS OF CONTRACT (SCC)

(SECTION – IV)

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of the Contract. The corresponding clause number of the GCC is indicated in parentheses.

1.0 INSPECTIONS AND TESTS

- 1.1 Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of Technical specifications following shall hold good:
- 1.2 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 1.3 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 1.4 The Purchaser's right to inspect, test and where ever necessary reject the material after the material's arrival in the Purchaser's premises shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment.
- 1.5 Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's works as per approved ITP. TPIA charges shall be borne by Supplier. Approved TPIA must be PNGRB authorised Agencies.

2.0 ADVANCE PAYMENT

No advance shall be paid under this tender.

3.0 TERMS OF PAYMENTS

- 3.1 **20% advance** along with the Purchase Order against approval of submitted documents e.g. QAP, test reports, physical verification by client.

- Commercial invoice in triplicate
- GST invoice
- LR or GR (original)
- Packing List
- Material Test Certificate
- Guarantee / Warranty Certificate
- Dispatch clearance issued by Purchaser / Consultant
- Inspection release note issued by Purchaser/ Consultant/ TPIA
- Certificate of receipt of goods at Purchaser's store
- Submission of final documents.

3.2 **80% payment** on sight LC.

4.0 MODE OF PAYMENT

Payment shall be released to bidders within a period of forty five (45) days, as per clause 3.0 above, of receipt of invoice with all relevant / supporting documents, by GSL through cheque/ RTGS.

5.0 DELIVERY & DOCUMENTS

5.1 Delivery of 1st lot shall be completed within 04 weeks from placement date of LOA/PO/ first intimation from Gasonet.

5.2 Delivery of 2nd lot shall be completed within 08 weeks from placement date of LOA/PO/ first intimation from Gasonet.

5.3 Delivery of 3rd lot shall be completed within 12 weeks from placement date of LOA/PO/ intimation from Gas.

Note:

The basis of delivery shall be FOT, Gasonet Site/Store basis including unloading and stacking at Gasonet Site / Store at Rajasthan (Bikaner and Churu Districts).

Gasonet may take the supply of full quantity in first” Lot” itself subject to the adequate availability of storage space at site.

Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through mail the documents. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant:

- (a) LR or GR
- (b) Packing List showing weight and dimension of each package
- (c) Material Test Certificate
- (d) Manufacturer’s factory inspection complying the technical specification as per tender
- (e) Inspection release note issued by Purchaser/ Consultant/ TPIA
- (f) Guarantee / Warranty Certificate
- (g) Dispatch clearance issued by Purchaser/ Consultant
- (h) Invoice

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

The Bidder to ensure that Purchase order must be appearing in LR/ GR, Invoices and Packing



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List.Bidders to also ensure that description of goods in all the dispatch documents should be exactly same as per the Purchase Order.

6.0 SHIPMENT

The Bidder shall make shipment only after obtaining dispatch clearance from Purchaser. For getting dispatch clearance, bidder has to submit inspection release note issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser.

7.0 PRICE REDUCTION SCHEDULE (PRS)

7.1 In case the Supplier / Contractor fails to deliver any or all the goods to perform the services within the contractual delivery period(s) specified in the agreement for the reasons not solely attributable to the Purchaser and / or subject to the provisions of Force Majeure (Clause of GCC of tender document), the Purchaser shall, without prejudice to its other remedies under the agreement, deduct a sum @ ½ % (Half Per Cent) of the value of the supply per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of respective order value.

7.2 All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

8.0 PACKING

8.1 Packing shall be capable of withstanding rough transportation and open storage for a minimum period of 2 to 3 months.

8.2 All delicate surface on equipment' materials shall be carefully protected and painted with protective paint compound and wrapped to prevent rusting and damage.

8.3 CS Pipe of sizes 2",4",6",8" should have standard pack size of approx...12 mtr. Length and Edges should be covered with protective cover, End Cap.

9.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE.

9.1 Within thirty (30) Days of receipt of the Letter of Acceptance / Notification of Award, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) of 3% of total order value / contract value (Total order value will be inclusive of all taxes, duties and charges towards transportation, unloading etc. up to GSL site/store).

9.2 Contract Performance Bank Guarantee shall be confirmed by bidder's bank, any confirmation charges shall be borne by bidder.

9.3 All bank guarantees will also have 30 days claim period beyond expiry date.



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- 9.4 The proceeds of the Contract-Cum-Equipment Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Supplier's failure to complete its obligations under the Agreement.
- 9.5 The Contract-Cum-Equipment Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award.
- 9.6 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India and registered with RBI.
- 9.7 The Contract Performance Guarantee will be discharged by the Owner and returned to the Supplier not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty.



**SPECIAL CONDITIONS OF CONTRACT
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FORMS & FORMAT



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FORMS & FORMATS

(SECTION – V)



FORMS & FORMAT



TENDER DOCUMENT NO:
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Date: 07/12/2023

Form F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. Gasonet Services (RJ) Ltd

Tender no.: GSL/REPL/012/STPL

Subject: PROCUREMENT OF API 5L 3LPE COATED CS LINE PIPE

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	: _____ City : _____ District : _____ State : _____ PIN/ZIP : _____
4	Bidder's address where order/contract is to be placed *	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
5	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone Number)
6	E-mail address	
7	Fax Number	_____ (Country Code) (Area Code) (Telephone Number)
8	Website	

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9	Name & Designation of Contact Person	
10	ISO Certification, if any { If yes, please furnish details }	
11	Bid Currency	
12	Port of shipment	
13	Whether Supplier / Manufacturer Dealer / Trader / Contractor	
14	Type of Material Supplies	
15	Banker's Name	
16	Branch	
17	Branch Code	
18	Bank Account Number	
19	PAN No	
20	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
21	GST No.	[Enclose copy of GST Certificate]
22	Whether Micro or Small Enterprise (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified at ITB)</i>
23	Whether MSE is owned by SC/ST Entrepreneur(s) (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified at ITB)</i>



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24	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
----	--	--

** For Indian Bidder: GSL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.*

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:
Designation:
Seal:



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Date: 07/12/2023

Form F-2
FORM OF BID
(To be filled by the Bidder)

To
M/s. Gasonet Services (RJ) LTD
Tender no.:
Subject: Procurement of API 5L 3LPE Coated CS Line Pipe.
Dear Sirs,

Having examined the Bid Documents consisting of the Invitation For bids, Instructions to Bidders, General Conditions of Contract and its Addendum, Special Conditions of Contract with its annexures, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, Form of Price Schedule and Addendum(s) to the Bid Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of GSL relative to the work bid for in connection with the ----- (Name of Work) and Bidding Document No.-----

for **Procurement of API 5L 3LPE Coated CS Line Pipe** for CGD projects in the state of Rajasthan. and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and / or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I / we hereby submit our bid / offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates / prices quoted by me / us in Schedule of Rates / Price included within the Bid Documents and arrived at rates / prices for the services and supplies as per the Schedule of Rates / Price. If the work is awarded to me / us, I / we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 15 (Fifteen) days of receipt of Notification of award of Bid for security deposit as specified in the Fax of Acceptance / Letter of Acceptance and to sign the formal Contract in terms of the Proforma of Agreement forming part of Bid Documents within 15 (Fifteen) days of receipt of the Detailed Letter of Acceptance (DLOA) from Owner.

I/ We further undertake to keep my / our Bid / offer valid for a period as mentioned in Instructions to Bidders from the date of opening of bids.

Yours faithfully,
(Signature(s) of the Bidders(s))
Name & Designation of authorized person signing the Bid on behalf of the Bidder(s) Full Name
and address of the Bidder(s).



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TENDER DOCUMENT NO:
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Date: 07/12/2023



Form F-3

DETAILS OF LITIGATION / ARBITRATION (On bidder's letter Head)

Tender no.:

Subject: Procurement of API 5L 3LPE Coated CS Line Pipe

Bidder shall furnish details of Litigation / Arbitration cases during the last five years if any, in this form.

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Form F- 4

**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)

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Form - 5

POWER OF ATTORNEY

(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 ofas 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.

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.



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Form E- 6

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 expression 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 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



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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: ____



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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)



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Date: 07/12/2023

Form E- 7

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



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Date: 07/12/2023

Form-8

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



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Date: 07/12/2023

FORM F-9

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- INR/USD)
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:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.



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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;
9. All such documents reflect the financial situation of the bidder
10. Historic financial statements must be audited by a certified accountant.
11. Historic financial statements must be complete, including all notes to the financial statements.
12. Historic financial statements must correspond to accounting periods already completed and audited



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FORM F-10:

FORMAT FOR BIDDERS QUERIES & IT'S REPLY

QUERIES RAISED DURING PRE-BID MEETING BY BIDDER AND REPLY / CLARIFICATION TO BIDDERS BY OWNER					
Tender No.:			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					

SIGNATURE AND SEAL OF BIDDER

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**FORM F-11:
“SAMPLE INDICATIVE” FORMAT FOR CONTRACT**

SUBJECT: Contract for “_____.”

Reference:

1. Tender No.: _____ Dated: _____ Due on: _____
2. Your Offer Ref. _____ DATED _____.

Dear Sir,

This has reference to your bid against our Tender No.: _____, 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:

SCOPE OF WORK:

The Scope of Work for this Contract shall be as per GSL: TEND: _____:2023-24.

CONTRACT VALUE:

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.

CONTRACT PERIOD:

The contract period shall be ___ year. From the date of LOI.
Rate established in this tender shall be valid during the period of the LOA/Work

ORDER/CONTRACT.

The effective date of order will be the date of the first notification of award i.e. _____.

CONTRACT PERFORMANCE BANK GUARANTEE:

As per Tender conditions.



GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD:

As per Technical Vol.

LIQUIDATED DAMAGES / COMPENSATION FOR DELAY

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.

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.

6.0 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 profusion of the Contract.

COMPLETION SCHEDULE:

As per Technical Vol.

PAYMENT TERMS AND MODE OF PAYMENT:

As Per Tender Documents. Within 30 working days for making payment after receipt of undisputed certified invoiced at Gasonet Service (RJ) Limited. .

FORCE MAJEURE:

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:

War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage; Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc; Explosions, fires, destruction of machinery, plant and installations of any nature. Arbitrary action, if any of the Government of India or a relevant State;

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.

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.

TERMINATION OF CONTRACT:

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.



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- (a) Breach of contractual obligation by the Contractor
- (b) Insolvency or bankruptcy of the Contractor
- (c) Unsatisfactory performance or negligence by the Contractor
- (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

INSURANCE:

- 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.

CONFIDENTIALITY:

- 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.
- 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.
- 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 other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 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.
- 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.
- The Confidential Information is and remains the property of the Owner.

ARBITRATION / SETTLEMENT OF DISPUTE:

- 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.

SITE ORGANIZATION:

- 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



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of work so as to complete all works within the contracted time schedule and without any additional cost to Owner.

- Please refer Tender documents-Scope of Work for further details.

SUB CONTRACTING or SUB-LETTING OF CONTRACT:

- 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 organization by the Contractor without written consent of Owner,
- Provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Service Order.

MODIFICATION / AMENDMENT IN CONTRACT

- No alteration or variation in the contract is valid unless agreed to in writing by both the parties.

ALL OTHER TERMS AND CONDITIONS:

- All other terms and conditions will be as per above referred tender and all subsequent correspondences ending till date against the tender.

ACKNOWLEDGEMENT:

- 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.



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F-12 BANK MANDATE FORM

Tender no.:
Subject:

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - 4a Name of the Bank :
 - 4b Name of the Branch and Address of the Branch :
 - 4c Branch Code :
 - 4d 9-Digit MICR code Number of the Bank &
Branch : (As appearing in the MICR Cheque issued by the Bank)
(Please do not give multicity cheque book code Number)
 - 4e Type of Account :
(Savings Bank, Current or Cash Credit)
 - 4f Account Number :
 - 4g RGTS / IFSC Code (11 Digit) :
 - 4h NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism.

_____ (Signature and
designation of the Authorized person(s) of Bidder

Official seal of the Bidder's Place :

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our

records. Place:

Date :

Signature of the Authorized Official of

the Bank Stamp