



GASONET SERVICES (RJ/UK/HP) LIMITED

Corporate Office: 807, World Trade Tower

Sector - 16, Noida – 201301, Uttar Pradesh

CIN: U40100MH2022PLC384233

TENDER NO:

GSRJL/C&P/CMS/2025-26/01

TENDER DOCUMENT

FOR

**HIRING OF AGENCY FOR CONSTRUCTION
MANAGEMENT SERVICES (CMS) FOR CITY GAS
DISTRIBUTION PROJECTS**

TENDER SUBMISSION DATE	:	30/05/2025 UPTO 1400 Hrs.
TENDER OPENING DATE (Unprice Bid Opening)	:	30/05/2025 AT 1600 Hrs.
PRE-BID MEETING DATE	:	22/05/2025 AT 11:00 Hrs.
Tender Fees	:	NA
Earnest Money Deposit	:	NA

IMPORTANT INSTRUCTION

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. GASONET WILL ACCEPT OFFERS BASED ON THE TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO THE TERMS AND CONDITIONS OF THE "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO THE OFFER'S REJECTION.

"INCOMPLETE AND CONDITIONAL BIDS SHALL NOT BE CONSIDERED"

BEFORE DETAILED EVALUATION, ACCORDING TO "BID EVALUATION AND REJECTION CRITERIA", GASONET WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS/ EXCEPTIONS'. GASONET'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/ OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'GASONET'; HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING, AND NO CHANGE IN THE PRICE(S) OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED NOT TO TAKE ANY 'DEVIATION/ EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT" AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.

IF A BIDDER FAILS TO SUBMIT THE FOLLOWING DOCUMENTS, THEIR BID SHALL BE OUTRIGHTLY REJECTED:

- 1) **TECHNICAL & FINANCIAL BEC DOCUMENTS**
- 2) **EMD**
- 3) **FORMS & FORMATS**
- 4) **DIGITALLY SIGNED BID DOCUMENT, INCLUDING GCC**
- 5) **SUPPORTING DOCUMENTS (IF ANY)**

THE ABOVE SHOULD ALSO BE SUBMITTED BEFORE THE DEADLINE, AS MENTIONED & DETAILED ON NEXT PAGE

TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB]
SECTION-II	BIDDER'S ELIGIBILITY CRITERIA [BEC] & INSTRUCTIONS TO BIDDERS [ITB]
SECTION-III	GENERAL CONDITIONS OF CONTRACT – GOODS [GCC] – SERVICES (ATTACHED SEPARATELY)
SECTION-IV	SPECIAL CONDITIONS OF CONTRACT [SCC] - (ATTACHED SEPARATELY)
SECTION-V	SCOPE OF WORKS - (ATTACHED SEPARATELY)
SECTION-VI	HEALTH, SAFETY AND ENVIRONMENT [HSE] POLICY - (ATTACHED SEPARATELY)
SECTION-VII	OTHER FORMS AND FORMATS
SECTION-VIII	SCHEDULE OF RATE [SOR] - (ATTACHED SEPARATELY)

SECTION – I

INVITATION FOR BIDS [IFB]



SECTION – I

INVITATION FOR BID [IFB]

**TO,
PROSPECTIVE BIDDERS**

DATE: 5/17/25

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Dear Sir/ Madam,

- 1.0 GASONET SERVICES (RJ/UK/HP) LIMITED, the City Gas Distribution Company headquartered in Noida, Uttar Pradesh, invites bids from bidders for the subject services in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as follows:

(A)	NAME OF ITEM & QTY.	HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR CITY GAS DISTRIBUTION PROJECTS
(B)	TENDER NO.	GSRJL/C&P/CMS/2025-26/01
(C)	TYPE OF BIDDING SYSTEM	Open Domestic Tender under Two Bid Two Envelope System
(D)	CONTRACT PERIOD	Two (2) Years from the date of notification of the award of the Order.
(E)	TENDER FEE	Not Applicable
(F)	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	Not Applicable
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	22/05/2025 (THROUGH VC)
(H)	DUE DATE AND TIME OF BID SUBMISSION	30/05/2025 UPTO 1300 Hrs.
(I)	TENDER OPENING DATE (UNPRICED BID OPENING)	30/05/2025 UPTO 1600 Hrs.
(J)	VALIDITY OF OFFER UPTO	90 Days from the Due Date Bid Submission
(K)	Bank Details for EMD / CPBG	<u>EMD and CPBG for Rajasthan GA</u> Name of Bank: HDFC Bank A/C No.: 50200070182067 IFSC: HDFC0000258
If the days specified above are holidays in GASONET, the next working day shall be implied.		

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

GSRJL/C&P/CMS/2025-26/01

5. Bidder(s) are advised to quote strictly per the tender documents' terms and conditions and not to stipulate any deviations/ exceptions.
6. Offer(s) received from bidders to whom tender/ information regarding tender has been issued and offers received from the bidder(s) by obtaining/ purchasing the tender document shall be considered for evaluation & award provided that the bidders are responsive.
7. Clarification(s)/ Corrigendum(s), if any, shall also be available on GASONET's website.
8. GASONET reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
9. All bidders are requested to go through the tender as uploaded on the Gasonet website and raise all the techno-commercial queries (if any) by **21/05/2025** through mail to alok.thakur@gasonet.in / vineeta.pandey@gasonet.in

THIS IS NOT AN ORDER

For & on behalf of
GASONET SERVICES (RJ/UK/HP) LIMITED

(Authorised Signatory)

SECTION – II

BIDDER'S ELIGIBILITY CRITERIA
[BEC]
&
INSTRUCTIONS TO BIDDERS [ITB]

BIDDER'S ELIGIBILITY CRITERIA [BEC]**1.0 TECHNICAL CRITERIA**

- 1.1 Bidder must have a minimum of five (5) years of proven work experience in City Gas Distribution / Hydrocarbon Pipeline Projects
- 1.2 Bidder must have a proven track record of Labor law compliance for previous five (5) years and either there should not be any complaint against the bidder or the bidder should not be in holiday list of any company
- 1.3 Bidder should have completed/executed at least 2 (two) jobs of Project Management Consultancy (PMC) / Construction Management Services (CMS) for City Gas Distribution (CGD) Projects in single order of value not less than INR (280) Lacs in previous five (5) years reckoned from the bid due date.
- 1.4 The above job should include Inspection at Vendor's Place/Site anywhere in India.

Documents to be submitted:

1. The bidder must submit a Purchase/Work Order mentioning the contract value, contract period and scope of work as documentary evidence and its successful completion/execution certificate issued by the client in support of Technical Criteria.
2. For running contract, if the actual executed value (for partially executed contract) is equal to or more than the value indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value criteria, for which a certificate from the client showing executed value prior to the due date of bid submission, details of work executed shall be submitted by the bidder along with copy of work order.
3. The Purchase order/Work order/Agreement issued 5 years before bid due date, but work was completed/executed within the 5 years from bid due date shall also be considered for meeting the single order value criteria. In this case, bidder has to submit client issued execution/completion certificate with clearly mentioned details of work executed, execution period and execution / completion value.
4. The copies of work order/agreement and execution certificate from client should be duly self-certified/ attested by the notary public with legible stamp.

Note:

The experience of the bidder for Design, Engineering & Project Management Consultancy services as per the above requirements must be of their own and not with the support of another party/parent company/subsidiary/ partner firm/group firm/Backup Consultant etc.

Gasonet at its discretion may ask to submit other additional required documents against BEC. All documents furnished by the bidder in support of meeting the technical criteria of BEC shall be duly self-certified / attested by notary public with legible stamp.

2.0 FINANCIAL CRITERIA

2.1 Annual Turnover

The minimum annual turnover achieved by the Bidder as per their audited financial results during any one of the preceding three (03) financial years should be as below:

Minimum annual Turn Over: Rs. (560) Lacs.

2.2 Net worth

Net worth of the Bidder should be positive as per the last three financial statement audited.

2.3 Working Capital

The minimum working capital of the Bidder as per the last audited financial statement should be as below:

Minimum working capital: Rs. (70) Lacs

If the bidder's working capital is inadequate, the bidder shall supplement this with letter issued by his Banker, having a net worth not less than INR 100 Crores confirming the availability of line of credit to meet the specified working capital requirement.

NOTE TO "BIDDER'S ELIGIBILITY CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/ DOCUMENTS/ INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONG WITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE CRITERIA MENTIONED ABOVE SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- [III] IN CASE OF TIE BETWEEN BIDDERS, BIDDER EXECUTING HIGHER ORDER VALUE AND HAVING HIGHER TURNOVER WILL BE CONSIDERED AS WINNER BETWEEN THE BIDDERS.

.....

SECTION – II

Table of Contents

[Instructions to Bidders] [ITB]

[A] GENERAL

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM/ JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE – VISIT

[B] BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES/ BID PRICES
13. GOODS AND SERVICES TAX
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY/ BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION AND REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

- 32. EVALUATION AND COMPARISON OF BIDS
- 33. COMPENSATION FOR EXTENDED STAY
- 34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT

- 35. AWARD
- 36. NOTIFICATION OF AWARD/ FAX OF ACCEPTANCE [FOA]
- 37. SIGNING OF AGREEMENT
- 38. CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT
- 39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
- 40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
- 41. AHR ITEMS
- 42. VENDOR EVALUATION PROCEDURE
- 43. INCOME TAX & CORPORATE TAX
- 44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
- 45. DISPUTE RESOLUTION
- 46. BILLING SYSTEM
- 47. TRANSPARENCY
- 48. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT
- 49. SALE OF BID DOCUMENTS
- 50. QUANTITY VARIATION
- 51. SUBLETTING & ASSIGNMENT
- 52. DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF THE MAIN CONTRACTOR
- 53. CHECK MEASUREMENT

[G] ANNEXURES

- 1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
- 2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
- 3. ANNEXURE-III: BIDDING DATA SHEET (BDS)

INSTRUCTIONS TO BIDDERS [ITB]

[TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)]

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

If there is any change in the declaration's status before the contract's award, the bidder must promptly inform GASONET of the same.

It shall be the sole responsibility of the bidder to inform GASONET in case the bidder is put on 'Holiday' by GASONET or Public Sector Project Management Consultant (like EIL, Mecon, Tractebel, VCS, Resonance. Only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on the due date of submission of bid and during finalization of the tender. Concealment of the facts shall be tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

If there is any change in the declaration's status before the contract's award, the bidder must promptly inform GASONET of the same.

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

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

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

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

2.6 According to the qualification criteria outlined in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish the Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

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

- (I) In the case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
 - In case of Proprietorship: by Proprietor
 - In case of Partnership: by all Partners or Managing Partner
 - In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - In case of Public / Limited Company: PoA in favour of authorized employee(s) by the Board of Directors through Board Resolution or by the designated officer authorized by the Board. The Board Resolution should be countersigned by the Company Secretary / MD / CMD / CEO.
- (II) In the case of a Consortium, Power of Attorney shall be issued by the Consortium's Leader and Consortium Member(s) as per the procedure defined above in favour of the Leader of the Consortium.

A power of attorney should be valid until the successful bidder's contract/order is awarded.

3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM" [FOR APPLICABILITY OF THIS CLAUSE, REFER BIDDING DATA SHEET (BDS) – NOT ALLOWED]**

- 3.1 Bids from consortium/ JV of two or more members are NOT acceptable provided they fulfil the qualification criteria and require

- 3.1 ements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17, clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for the timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of the contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). The bid must accompany such authorization. The authorized signatory shall sign all the documents relating to the tender/ contract. However, payment shall be made to the consortium in case of award.
- 3.4 A consortium/ JV, once established at the time of submitting the Bid, shall not be allowed to be altered concerning constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by the owner. If during the evaluation of bids, a consortium/ JV proposes any alteration/ changes in the orientation of consortium/ JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had initially submitted the bid, bid from such a consortium/ JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/ JV to participate in this tender. Further, no member of the consortium/ JV shall be put on 'Holiday' by GASONET or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on the due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/ Award.

4 ONE BID PER BIDDER

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

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including but not limited to Bank charges for all courier charges, including taxes & duties, etc. incurred. Further, GASONET will not be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE [IF APPLICABLE]

- 5.2.1 Tender Fee, if applicable, will be acceptable as 'crossed payee accounts only' Demand Draft/Banker's Cheque payable to GASONET. The Tender Fee is to be submitted along with the bid. Offers sent without payment of the requisite Tender Fee will be ignored straightaway.

- 5.2.2 If a particular tender is cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. The Owner shall entertain no plea in this regard.
- 5.2.3 SMEs (Small and Micro Enterprises) are exempted from submission of Tender fees following the provisions of the Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of tender fees.

6 SITE VISIT [NOT APPLICABLE IN THIS TENDER]

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

[B] - BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section – I: Invitation for Bids [IFB]
- Section – II: Bidder's Eligibility Criteria [BEC] & Methodology For Evaluation And Comparison Of Bids, Instructions Bidders [ITB]
- Section – III: General Conditions of Contract Goods [GCC – GOODS]
- Section – IV: Scope of Supply including Technical Specifications and SCC
- Section – V: Other Forms and Formats
- Section – VI: Schedule of Rates [SOR]

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

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

8 CLARIFICATION OF BIDDING DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Bid Documents may notify GASONET in writing or by fax or e-mail at **GASONET's mailing address as indicated in the BDS, no later than 02 (two) days before pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days before the bid closing date in cases where pre-bid meeting is not held. GASONET reserves the right to ignore the bidder's request for clarification if received after the period above.** GASONET may respond in writing to the request for clarification. GASONET's response, including an explanation of the query, but without identifying the source, will be uploaded on GASONET's website [www.Gasonet.co.in]/ communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time before the 'Bid Due Date', the Owner may modify the Bidding Documents by addenda/corrigendum for any reason at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on the Gasonet website [www.Gasonet.in] only.

9.3 If considered necessary, the Employer may extend the Bid submission date to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID

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

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

11 DOCUMENTS COMPRISING THE BID [MANUAL & E-TENDER]

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

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL/ UN-PRICED BID" shall contain the following:

- 'Covering Letter' on Bidder's 'Letterhead' clearly specifies the enclosed contents.
- 'Bidder's General Information', as per 'Form F- 1'.
- 'Bid Form', as per 'Form F-2
- Copies of documents, as required
- To confirm that the prices are quoted in the requisite format complying with the requirements, a copy of the Schedule of Rate (SOR) with prices blanked out mentioning quoted/ note quoted (as applicable) written against each item.
- 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- 'No Deviation Confirmation', as per 'Form F-6'
- 'Bidder's Declaration regarding Bankruptcy', in 'Form F – 7'
- 'Agreed Terms and Conditions; as per 'Form F-10'
- Duly attested documents following the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- Undertaking on the Letterhead, as per Form F – 12.
- Power of Attorney for authorized signatory in non-judicial stamp paper/ copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting from such signing shall be binding on the bidder.
- Any other information/ details required as per the Bidding Document
- EMD/ Bid Security in original as per Clause 16 of ITB
- All forms and Formats, including Annexure
- Initial Tender Fee (if applicable)
- List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/ RFQ/ BEC.- **[NOT ALLOWED IN THIS INSTANT TENDER]**
- The Tender Document was duly signed/digitally signed by the Authorized Signatory.

- An additional document is specified in the Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE – II: Price Bid [IN CASE OF MANUAL BID ONLY]

The bidders shall submit the Price Bids in PDF format per the SOR and Un-Priced Bids. Price bid PDF shall be encrypted with a password. Password shall be 12 (Twelve) alphanumeric characters long. The price bid of any bidder who submits a PDF without password encryption shall be summarily rejected.

Passwords shall be e-mailed separately by bidders Gasonet as per the following instructions.

a	The first three characters of the password shall be e-mailed to the CFO	gajendra.bhardwaj@gasonet.in
b	The following Next three Characters of the password shall be e-mailed to the VP (EP&P)	alok.thakur@gasonet.in
c	The following Next three Characters of the password shall be e-mailed to the Sr. Executive (C&P)	vineeta.pandey@gasonet.in
d	The following last three Characters of the password shall with bidder	

- The Prices are to be submitted strictly per the Schedule of Rate of the bidding documents. GASONET shall not be responsible for any failure of the bidder to follow the instructions.
- Bidders are advised NOT to mention Rebate/ Discount separately in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the "Schedule of Rate (SOR)" and indicate the discounted unit rate(s) only.
- If any unconditional **rebate** has been offered at the quoted rate, the same shall be considered in arriving at the evaluated price. However, no cognizance shall be taken for any conditional discount to assess the bids.
- In case it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening an unpriced bid but before opening price bids, such discount/ rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Work, and the same will be conclusive and binding on the bidder.
- In the event as a result of techno-commercial discussions or according to seeking clarification/ confirmations from bidders while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the adjusted prices failing which the bid will not be considered for further evaluation.
- If any bidder does not quote for any item(s) of the "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded at the highest price quoted by the other bidders. If such a bidder happens to be the lowest evaluated bidder, the price of unquoted items shall be considered included in the quoted bid price.

- 11.2 In case of bids invited under a *single bid system*, a single envelope containing all documents specified in Clause 11.1.1 & 11.1.2 of ITB above forms the BID. All corresponding conditions specified in Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 SCHEDULE OF RATES/ BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the works described in the Bidding Document, based on the rates and prices submitted by the Bidder and accepted by the EMPLOYER. The prices quoted by the Bidders will include all taxes except **GST (CGST & SGST/ UTGST or IGST)**.
- 12.2 Prices must be filled in the format for 'Schedule of Rates [SOR]' enclosed as part of the Tender Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid will be rejected.
- 12.3 Bidder shall quote for all the items of "SOR after careful analysis of the cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in the description of the item under 'SOR' but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract ("GCC"), Special Condition of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deem to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates/prices and the total bid-price submitted by the Bidder. The applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in the Agreed Terms & Conditions (Format – F10) and SOR.
- 12.5 Prices quoted by the Bidder shall remain firm, fixed, and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes and duties, if imposed by the State/ Govt. of India after the due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment of State/ Govt. Authorities and after ascertaining its applicability concerning the contract.
- 12.6 The Bidder shall quote the prices both in 'figures' & words. There should not be any discrepancy between the prices indicated in the figures and the prices shown in words. In case of any discrepancy, the same shall be dealt with as per clause no.3 of ITB.
- 12.7 Further, the Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

13 GOODS AND SERVICES TAX (CGST & SGST/ UTGST Or IGST)

- 13.1 Bidders must submit a notarized copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/ UTGST or IGST)** is applicable.
- 13.2 Quoted prices should include all taxes and duties, except **GST (CGST & SGST/ UTGST or IGST)**. Please note that the GST payment responsibility (**CGST & SGST/ UTGST or IGST**) It lies with the supplier of goods/services only. Supplier of Goods/ Services (Service Provider) providing taxable service shall issue an Invoice/ Bill as the case may be, as per rules/regulations

of GST. Further, returns and details required to be filled under GST laws & regulations should be timely filed by the Supplier of Goods/ Services (Service Provider) with the requisite information.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GASONET that the Supplier of Goods/ Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from GASONET to the government exchequer, then, that Supplier of Goods/ Services (Service Provider) shall be put under Holiday list of GASONET for six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.

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

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

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

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

The base date to apply statutory variation shall be the Bid Due Date.

- 13.5 Where the GASONET is entitled to avail the input tax credit of **GST (CGST & SGST/ UTGST or IGST)**:-

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

- 13.5.2 The input tax credit of **GST (CGST & SGST/ UTGST or IGST)** quoted shall be considered for evaluation of bids, per the tender document's evaluation criteria.

- 13.6 Where the GASONET is not entitled to avail/ take the total input tax credit of **GST (CGST & SGST/ UTGST or IGST)**:-

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

13.6.2 The bids will be evaluated based on the total price, including applicable **GST (CGST & SGST/ UTGST or IGST)**

13.7 GASONET will prefer to deal with registered suppliers of goods/ services under GST. Therefore, bidders are requested to register under GST; it is not registered yet.

However, if any unregistered bidder submits, their prices will be loaded with applicable GST (CGST & SGST/ UTGST or IGST) while evaluating the bid. Where GASONET is entitled to an input credit of **GST (CGST & SGST/ UTGST or IGST)**, the same will be considered for evaluation of the bid as per the evaluation methodology of the tender document.

13.8 In case GASONET is required to pay entire/specific portion of applicable **GST (CGST & SGST/ UTGST or IGST)** and remaining amount, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/ UTGST or IGST)** laws, entire applicable rate/ amount of **GST (CGST & SGST/ UTGST or IGST)** to be indicated by bidder in the SOR.

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

13.9 The contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GASONET to avail input tax credit. Further, returns and details needed to be filled under GST laws & rules should be timely filed by the supplier with the requisite information.

Suppose input tax credit concerning GST (CGST & SGST/ UTGST or IGST) is not available to GASONET for any reason not attributable to GASONET. In that case, GASONET shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/ UTGST or IGST)** charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such **GST (CGST & SGST/ UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by GASONET to Supplier of Goods/ Services.

13.10 REGARDING RECONCILIATION BETWEEN GSTR 2A AND INPUT TAX CREDIT

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GASONET to avail input credit of GST (CGST&SGST/UTGST or IGST). Further, returns and details

required to be filled under GST laws & rules should be timely filed by the Supplier of Goods / Services with the requisite information.

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

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

The supplier shall mention Gasonet's particulars on the invoice. Besides, if any other details of GASONET are required under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

However, if any unregistered bidder submits their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during the bid evaluation.

If the GST rating of the vendor on the GST portal / Govt. official website is negative/blacklisted, then the bids may be rejected by GASONET. Further, in case the rating of a bidder is negative/blacklisted after the award of work for supply of goods/services, then GASONET shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct/recover such GST (CGST & SGST/UTGST or IGST) along with all penalties/interest, if any, incurred by GASONET.

GASONET will prefer to deal with registered suppliers of goods/ services under GST. Therefore, bidders are requested to register under GST; it is not registered yet.

13.11 ANTI-PROFITEERING CLAUSE

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

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

14 BID CURRENCIES

Bidders must submit bids in Indian Rupees only.

15 **BID VALIDITY**

- 15.1 Bids shall be kept valid for '**Ninety [90] Days**' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GASONET as 'non-responsive'.
- 15.2 In exceptional circumstances, before the original 'Bid Validity Period' expires, the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and its responses shall be made in writing or by fax/e-mail. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'Bid Security' for the extension period and following "ITB: Clause – 16" in all respects.

16 **EARNEST MONEY/ BID SECURITY**

- 16.1 Bids must be accompanied by '**Earnest Money/ Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favour of **GASONET SERVICES (RJ/UK/HP) LIMITED**] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form-4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least '**two [02] months**' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. A bid not accompanied by 'Bid Security' or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect GASONET against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture under "ITB: Clause-16.7"
- 16.3 GASONET shall not be liable to pay any Bank charges, commission interest, etc., on the amount of 'Bid Security'. If 'Bid Security' is a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as a Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be a commercial Bank having a net worth over Rs.100 Crores [Rupees One Hundred Crores], and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security shall be valid for '**two [02] months**' beyond the 'Bid Validity Period.'
- 16.4 Any Bid not secured following "ITB: Clause-16.1 & Clause-16.3" may be rejected by GASONET as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security/ Security Deposit' under clauses 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity.'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the bid validity period (after the submission date).

- (d) Violates any other condition mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award”/ “Fax of Intent [FOI]/ Fax of Acceptance [FOA]”,
 - (ii) to furnish “Contract Performance Security/ Security Deposit” following “ITB: Clause – 38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of clause 30 of ITB.

16.8 Bid Security should be in favour of Gasonet and addressed to GASONET. If Bid Security is a ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Bid Document No. And the Work for which the Bidder is quoting. This is essential to have a proper correlation at a later date. The ‘Bid Security’ should be in the form provided at ‘Form F-4’/ ‘Form F-4S’.

16.9 MSEs (Micro and Small Enterprises) are exempted from submission of EMD/ Bid Security following the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)

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

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION

Deviation to terms and conditions of “Bidding Documents” may lead to the rejection of the bid. GASONET will accept submissions based on the terms & conditions of the “Bidding Document”

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

19.2 REJECTION CRITERIA

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

- Firm Price
- Earnest Money Deposit/ Bid Security
- Specifications & Scope of Work
- Schedule of Rates/ Price Schedule/ Price Basis
- Duration/ Period of Contract/ Completion Schedule
- Period of Validity of Bid
- Price Reduction Schedule
- Contract Performance Bank Guarantee/ Security Deposit
- Guarantee/ Defect Liability Period
- Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- Force Majeure & Applicable Laws
- Any other condition mentioned in the tender document elsewhere that non-compliance with the clause leads to rejection of the bid.

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

20 E –PAYMENT

Gasonet has initiated payments to Suppliers and Contractors electronically and facilitated the payments electronically through 'e-banking'. The successful bidder should give the bank account details per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In the case of manual tendering, EMD, along with the bid, must be submitted within the due date & time.
- 22.2 GASONET may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 ITB refers). In this case, all rights and obligations of GASONET and the Bidders, previously subject to the original deadline, will be subject to the deadline as extended. Notice for the bid submission date extension will be uploaded on GASONET's website/communicated to the bidders.

23 LATE BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN THE CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per the tender document, provided that GASONET receives the written notice of the modification/ substitution/ withdrawal before the deadline for submission of a bid.

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

- 24.3 No bid shall be allowed to be withdrawn/ modified/ substituted between the deadline for submission of bids and the expiration of the bid validity period specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security according to clause 16 of ITB and rejection of the bid.
- 24.3 The latest submitted bid shall be evaluated, and all other bids shall be considered unconditionally withdrawn.
- 24.3 In case after the price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GASONET shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such a bidder will be put on holiday for six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

GASONET reserves the right to accept or reject any Bid and to annually the Bidding process and reject all Bids at any time before the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GASONET's action. However, Bidder, if desired, may seek the reason (in writing) for the rejection of their Bid, to which GASONET shall respond quickly.

[E] – BID OPENING AND EVALUATION

FOR TENDERS HOSTED ON GASONET WEBSITE, BIDS WILL BE OPENED DIRECTLY ON GASONET WEBSITE ONLY AFTER THE DUE DATE FOR OPENING THE SAME WITHOUT ANY PRIOR NOTICE TO ANY BIDDER.

PRICE BIDS OF SUCCESSFUL BIDDERS WILL BE OPENED DIRECTLY WITHOUT ANY PRIOR INTIMATION.

26 BID OPENING

26.1 Un-priced Bid Opening

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

26.2 Priced Bid Opening

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

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

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

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

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid, and action shall be initiated as per procedure in this regard.

28 CONTACTING THE EMPLOYER

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the request only. Before the detailed evaluation of Bids, the Employer will determine whether each Bid-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money/ Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/ or substantiation that the Employer may require to determine responsiveness according to "ITB: Clause – 29.2."
- 29.2 A substantially responsive Bid conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, reservations or omissions for this purpose; the employer defines the preceding terms below:-
- (a) "Deviation" is a departure from the requirement specified in the tender documents.
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- (a) If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - (b) If rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer. It may not subsequently be made responsive by correcting or withdrawing the material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 The Employer will check bids that are substantially responsive for any arithmetic error. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate corresponding to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figure and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct, not the amount and the amount corrected.
 - (iii) When it is impossible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted, and the amount worked out for comparison purposes.

- 30.2 The Employer will adjust the amount stated in the bid per the above procedure to correct errors. If the bidder does not accept the corrected bid amount, it will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bids shall be evaluated per the criteria mentioned in Section II of bidding documents (refer to clause 1.3 of ITB) after considering the effect of GST. The employer shall only use the criteria and methodology indicated in Section II of the bidding documents. No other criteria/ methodology shall be permitted.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE, REFER BDS): [NOT APPLICABLE IN THIS INSTANT TENDER]

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

- 33.2 The bidder must specify the ESC rate per month basis in the “PRICE PART” of his bid, which shall be considered for loading on the total quoted price during price bid evaluation. The loading shall be done for 1/5th of the schedule or one month, whichever is less. If the bidder does not indicate the rate for ESC in the price part of his bid, it will be presumed that the bidder and evaluation require no ESC to be carried out accordingly.

34 DELETED

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29”, GASONET will award the Contract to the successful Bidder whose Bid has been substantially responsive and as the lowest provided that the bidder is determined to be qualified to perform the Contract satisfactorily.

36 NOTIFICATION OF AWARD/ FAX OF ACCEPTANCE

36.1 Before the expiry of the ‘Period of Bid Validity’, GASONET will notify the successful Bidder in writing, in the form of “Notification of Award” / “Fax of Intent [FOI]”/ Fax of Acceptance [FOA]”, through fax/ e-mail that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

36.2 The contract period shall commence from the date of “Notification of Award” or as mentioned in the Notification of Award. The “Notification of Award” will constitute the formation of a Contract until the Contract has been effected according to the Contract signing as per Clause “ITB: Clause – 37.

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT

38.1 Within 30 days of receiving the notification of award/ Fax of Acceptance from GASONET, the successful bidder shall furnish the contract performance security/ Guarantee per the General Conditions of the Contract. The Contract Performance Security/ Guarantee shall be in the form of either a Banker’s Cheque / Demand Draft / Bank Guarantee / Letter of Credit and shall be in the currency of the Contract.

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

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/ Security deposit must also cover the entire contract value, including extra works/ services. As long as the CPBG/ Security deposit submitted at the time of award takes care of the different jobs/ services executed and the total committed value is within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the capacity completed value is likely to burst the ceiling of the awarded contract price, the contractor should furnish an additional security deposit/ CPBG.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 39.1 The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice is enclosed in Annexure – I.

39.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other ‘CONTRACT DOCUMENTS’, in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during the execution of the contract etc., and/ or on other grounds as mentioned in GASONET’s “Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices” (Annexure-I), the contractor/ bidder shall be banned (in terms of the procedure described above) from the date of issuance of such order by Gasonet to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where the Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of the procedure mentioned above) from the date of issuance of such order by Gasonet, such decision of Gasonet shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and the ‘Arbitration Clause’ in the GCC and other ‘CONTRACT DOCUMENTS’ shall not be applicable for any consequential issue/ dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (REFER BDS FOR APPLICABILITY OF THIS CLAUSE)

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

- i) Issue of the tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) DELETED

40.2 DELETED

- a) DELETED.
- b) DELETED
- c) DELETED.

d) DELETED

40.3 DELETED:

- a) DELETED
- b) DELETED.

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

40.4 DELETED.

40.5 DELETED

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

41 AHR ITEMS

In item rate contracts where the quoted rates exceed 50% of the estimated rates, such items will be considered as Abnormally High Rates (AHR). Items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

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

42 INCOME TAX & CORPORATE TAX

- 42.1 Income tax deduction shall be made from all payments made to the contractor per the rules and regulations in force and following the Income Tax Act prevailing from time to time.
- 42.2 Corporate Tax liability, if any, shall be to the contractor's account.

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

42.4 **MENTIONING OF PAN NO. IN INVOICE/ BILL**

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

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

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

43 **SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

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

44 **DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

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

44.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled following the rules described above.

44.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to

enable the other Party (ies) to be fully informed as to the nature of the dispute (s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirm in writing. If the other Party(ies) rejects(s) the invitation, there will be no conciliation proceedings.
- 44.5 Suppose the Party initiating conciliation does not receive a reply within thirty days from the date they send the invitation or within the other specified period. In that case, they may treat this as rejecting the invitation to conciliate. If they so elect, they shall inform the other Party(ies) accordingly.
- 44.6 Where an Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For this clause, the possibility of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 44.7 The cost of Conciliation proceedings, including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility, etc., shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties, and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45 BILLING SYSTEM

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

- (a) The top left corner of the envelope

Vendor Code: _____

LOA/ PO No.

Date.....

Bill/ Invoice No.

Date.....Invoice Value: Rs.....

Indenting Dept.....

Job/ Supply of.....

- (b) Address:

TO,

In the case of LOA/ Contract	In the case of PO
------------------------------	-------------------

Mr Alok Kumar Thakur
VP (EP&P)
GASONET SERVICES (RJ/UK/HP) LIMITED
 Corporate Office: 807, World Trade Tower,
 Setor-16, Noida, Uttar Pradesh.
 Pin Code-201301
 Contact No.:
 Mail Id: alok.thakur@gasonet.in

Mr Alok Kumar Thakur
VP (EP&P)
GASONET SERVICES (RJ/UK/HP) LIMITED
 Corporate Office: 807, World Trade Tower,
 Setor-16, Noida, Uttar Pradesh.
 Pin Code-201301
 Contact No.: +917490042375
 Mail Id: alok.thakur@gasonet.in

46 **TRANSPARENCY**

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

47 **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

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

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

48 **SALE OF BID DOCUMENTS**

The tender document will be available on the GASONET Website only. The same fee and a hard copy of the tender documents shall be submitted. No tender document will, however, be considered of the bidders who are on 'Holiday' by GASONET or Public Sector Project Management Consultant (like EIL, Mecon, Tractebel, VCS, Resonance, etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on the due date of submission of bid. Offers submitted by such bidder shall not be considered for opening/ evaluation/ award and will be returned immediately to such bidder. The above is without prejudice to the other rights of GASONET.

49 **QUANTITY VARIATION**

- 49.1 The Purchaser reserves the right to vary the quantity of each item up to +/- 15% for each item at the time of award without any change in quoted unit price or other terms & conditions.
- 49.2 The purchaser reserves the right to delete the requirement of any one or more MR/ SOR/ BOQ items without assigning any reason.

50 **SUBLETTING & ASSIGNMENT**

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

However, Subletting of WHOLE WORKS is prohibited. The vendor/Contractor will give an undertaking to this effect along with each invoice/ bill. In addition to the above, clause no. 37.0 of GCC is also to be referred to.

51 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF THE MAIN CONTRACTOR

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

52 CHECK MEASUREMENT

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

1. Where GASONET Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
 - Site – In – Charge/ Site Engineer will check 100% of the measurements of executed work.
 - EIC will further check measurements of at least 15% of bill value. If The-Charge/ Site Engineer is unavailable, EIC will match 100% measurements of executed work.
 - An officer one level above EIC but not below the level of HOD will check the measurement of 5% of bill value. If HOD is EIC, he will check 20% of bill value measurements.
2. Where PMC is EIC (e.g. Project Construction):
 - PMC will check 100% of the measurements of executed work.
 - The GASONET Site Engineer will check measurements of at least 15% of the bill value, certified by PMC.
 - An officer one level above the Site Engineer but not below the level of HOD will further check measurements of 5% of bill value. However, wherever HOD is unavailable, an officer one level junior to HOD will check measurements of 5% of bill value.
3. Where GASONET Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):
 - Third-Party Inspector will check 100% of the measurements of executed work.
 - GASONET Site Engineer will check measurements of at least 10% of bill value, certified by A third-party inspector.
 - EIC will further check measurements of 5% of bill value. If there is no Site Engineer, EIC will check 15% of the bill value measurements.
 - An officer one level above EIC but not below the level of HOD will check measurements of 5% of bill value. If the HOD is EIC, he will check measurements of 10% of bill value or measure of 20% of bill value in case there is no Site Engineer.
4. HOD or an officer of a higher level to that EIC authorized by OIC may randomly check executed items where the executed quantity exceeds SOR quantities.

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

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

Wherever there is a contradiction concerning the terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice’ shall prevail.

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

A. Definitions:

- A.1 **“Corrupt Practice”** means offering, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in the selection process or contract execution.
- “Corrupt Practice”** also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 **“Fraudulent Practice”** means and includes any act or omission committed by the agency or with his connivance or his agency by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during the execution of contract/ order.
- A.3 **“Collusive Practice amongst bidders (before or after bid submission)”** means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition.
- A.4 **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any agency or its property to influence the improper actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 **“Vendor/ Supplier/ Contractor/ Consultant/ Bidder”** is called “Agency.”
- A.6 **“Appellate Authority”** shall mean Chairman, GASONET, for works approved by Managing Director and Director Commercial, jointly or severally, GASONET.
- A.7 **“Competent Authority”** shall mean the authority competent to make the final decision for the Suspension of business with an Agency/ ies and the Banning of business dealings with an Agency/ ies and shall be the “Director” concerned.
- A.8 **“Allied Agency”** shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- a) Whether the management is joint;
 - b) The majority interest in the management is held by the partners or directors of banned/ suspended firms.
 - c) A banned/ suspended agency owns substantial or majority shares; by this, it has a controlling voice.
- A.9 **“Investigating Agency”** shall mean any department or unit of GASONET investigating the conduct of the Agency/ party and shall include the Vigilance Department of the GASONET, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having the power to investigate.

B Actions against bidder(s) indulging in corrupt/ fraudulent/ collusive/ coercive practice

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

Suppose during the bidding process/ bids evaluation stage, a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice. In that case, the bid of such Bidder(s) shall be rejected, and its Earnest Money Deposit (EMD) shall be forfeited.

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

B.2 Irregularities noticed after the award of the contract**(i) During the execution of the contract:**

Suppose an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices during the execution of the contract. In that case, the agency shall be banned from future business with GASONET for a period specified in para B 2.2 below the date of issue of the banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed shall be suspended with immediate effect by the Engineer-in-Charge (EIC)/ Employer, whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated to put the agency on ban.

After the conclusion of the process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated, and the Contract cum Performance Bank Guarantee (CPBG) submitted by the agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor due to work already executed by him shall be payable to the contractor. This amount shall be subject to adjustment against any amounts owing from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

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

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

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

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

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

B.2.2 Period of Banning

The banning period shall be reckoned from the date of the banning order and shall be three years. In exceptional cases where the act of vendor/ contractor threatens National Security, the banning shall be indefinite.

C Effect of banning on other ongoing contracts/ tenders

- C.1** If an agency is put on Banning, such an agency should not be considered in ongoing tender/ future tenders.
- C.2** However, suppose such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found. In that case, the agency should be allowed to continue till its completion without any further increase in scope except those incidentals to the original coverage mentioned in the contract.
- C.3** If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1** After the issue of the enquiry/ bid/ tender but before the opening of the Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2** After opening the Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened, and BG/ EMD submitted by the agency shall be returned to the agency.
- C.3.3** After the opening price, BG/ EMD made by the agency shall be returned; the agency's offer shall be ignored & will not be further evaluated. Suppose the agency is put on the banning list for fraud/misappropriation of facts committed in the same tender/ other where the errant agency emerges as the lowest(L1). In that case, such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder**D.1 Initiation of Suspension**

Action for suspension of business dealing with any agency/ (ies) shall be initiated by the Corporate C&P Department when

- (i) Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure

- D.2.1** The suspension period can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on the banning list.
- D.2.2** No new business dealings may be held with the agency during suspension.
- D.2.3** The suspension period shall be accounted for in the final order passed for banning business with the agency.
- D.2.4** The decision to suspend business dealings should also be communicated to the agency.
- D.2.5** If a prima facie case is made out that the agency is guilty on the grounds which can result in the banning of business dealings, a proposal for issuance of a suspension order and show Cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is on the suspension list and (ii) why action should not be taken to ban the agency for future business from GASONET.

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

D.3 Effect of Suspension of Business

The effect of suspension on other ongoing/ future tenders will be as follows:

- D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the agency's name appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 After the issue of the enquiry/ bid/ tender but before the opening of the Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.3 After opening the Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened, and BG/ EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After the opening price, BG/ EMD made by the agency shall be returned; the agency's offer shall be ignored & will not be further evaluated. Suppose the agency is put on the Suspension list for fraud/misappropriation of facts conducted in the same tender/ other tender where the errant agency emerges as the lowest (L1). In that case, such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract(s)/ order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods works. Services shall have a provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder nor their allied agency/ (ies) are on the banning list of GASONET or the Ministry of Petroleum and Natural Gas and any Government department/ Public Sector does not ban (ii) bidder.

E. Appeal against the Decision of the Competent Authority

- E.1 The agency may file an appeal against the order of the Competent Authority to put the agency on the banning list. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month of receiving the banning order.
- E.2 The Appellate Authority would consider the appeal and pass an appropriate order, which shall be communicated to the party and the Competent Authority.
- E.3 The appeal process may be completed within 45 days of filing the appeal with the Appellate Authority.
- F. Wherever there is a contradiction concerning the terms of GCC and 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**1.0 OBJECTIVE**

Evaluation of Performance aims to recognize and develop reliable Vendors/ Suppliers/Contractors/ Consultants to consistently meet or exceed expectations and requirements.

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

2.0 METHODOLOGY**i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs.7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, and Responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of the Vendor/ Supplier/Contractor/ Consultant, the concerned engineer—in—charge for the Projects and/or OIC in case of O&M would recommend the continuation or discontinuation of such party from the business of GASONET.

v) Orders/contracts placed on a Proprietary/OEM basis for O&M will be evaluated, and if required, corrective action will be taken for improvement in future.**PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS****3.1 FOR PROJECTS**

- i) Evaluation of the performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with the commissioning of any Project.

- ii) On commissioning of any Project, the EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure— A) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, the following action needs to be initiated by the Engineer-in-charge/Project-in-charge:

Sl.NO.	Performance Rating	Action
1	POOR	Seek an explanation for Poor performance
2	FAIR	Seek an explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from the concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of a satisfactory answer, the Performance Rating Data Sheet is to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or the reasons indicated are unsatisfactory, the following actions need to be taken:

(A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- Poor Performance due to reasons other than Quality: **One Year**
- Poor Performance on Account of Quality (if any mark obtained against the Quality parameter is less than 30): **Two Years**
- Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, the concerned site will put up a recommendation for issuance of SCN and put the party on the suspension list as per the process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.”

(B) Where Performance rating is “FAIR”:

Recommend issuing warnings to such defaulting Vendors/Suppliers/Contractors/Consultants to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluating consultancy jobs will be carried out as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) The performance of Vendors/ Suppliers/Contractors/ Consultants in Operation and Maintenance shall be evaluated immediately after execution of the order/ contract.
- ii) After execution of orders, a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and Contracts/Services by the respective Engineer-In-Charge.
- iii) Depending upon the Performance Rating, the following actions need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1.	POOR	Seek an explanation for Poor performance.
2.	FAIR	Seek an explanation for Fair performance.
3.	GOOD	Letter to the concerned for improving performance in future.
4.	VERY GOOD	No further action

- iv) Reply from the concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of a satisfactory response, the Performance Rating Data Sheet is to be closed with a letter to the concerned for improving performance in future.
- (i) When no reply is received or the reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where the performance rating is “POOR.”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting off on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance, on account of Quality (if any mark obtained against the Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, the concerned site will recommend issuing SCN and putting the party on the suspension list as per the process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.”

B) Where the Performance rating is “FAIR.”

Recommend issuing warnings to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS**

The following would be excluded from the scope of evaluation of the performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/ Contracts below the value of Rs.7 Lakhs.

- ii) One-time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/Non-stock Non-evaluated items.

However, the concerned Engineer—Charge /OICs will continue to monitor such cases to minimize the impact on Projects/O&M plants due to the non-performance of Vendors/Suppliers/Contractors/ Consultants in all such matters.

5.0 **REVIEW AND RESTORATION OF PARTIES PUT ON HOLIDAY**

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

Further, suppose the Vendor/ Supplier/Contractor/ Consultant is on holiday due to quality. In that case, and a new order is placed on the bidder after the restoration of the Vendor/ Supplier/Contractor/ Consultant, such charge will be monitored appropriately during the execution stage by the concerned site.

6.0 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/ Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/ Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant agreement, it should be allowed to continue till its completion without any further increase in scope except those incidentals to original content mentioned in the contract. In such a case, CPBG will not be forfeited, and payment will be made per the provisions of the concerned agreement. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3 Effect on other ongoing tendering:
 - 6.3.1 After the issue of the enquiry /bid/ tender but before the opening of the Technical bid, the bid submitted by the party shall be ignored.
 - 6.3.2 After opening the Technical bid but before opening the Price bid, the Price bid of the party shall not be opened, and BG/ EMD submitted by the party shall be returned to the party.
 - 6.3.3 After the opening price, BG/EMD made by the party shall be returned; the party's offer shall be ignored & will not be further evaluated. If an errant party emerges as the lowest (L1), such tender shall be cancelled and—invited.
- 7.0 While putting the Vendor/ Supplier/ Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, or group division of the errant Vendor/ Supplier/ Contractor/ Consultant shall not be considered for putting on the holiday list.

Any bidder put on a holiday will not be allowed to bid through the consortium route in a new tender during the holiday period.
- 8.0 Suppose an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process to delay or defeat any procurement or cause loss to GASONET or any other bidder. In

that case, such bidder will be put on holiday for six months if the complaint is vexatious, frivolous or malicious after following the due procedure.

9.0 **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on the Holiday list. The request shall be filed to Appellate Authority. Such an appeal shall be preferred within one month of receiving the Holiday order.
- (b) The Appellate Authority would consider the appeal and pass an appropriate order to be communicated to the party and the Competent Authority.
- (c) The appeal process may be completed within 45 days of filing the appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Chairman, GASONET, for works approved by Managing Director and Director Commercial, jointly or severally, GASONET.

10.0 **ERRANT BIDDER**

In case after the price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to—tendering, GASONET shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such a bidder will be put on holiday for six months after following the due procedure.

- 11.0 Suppose the GST department brings to the notice of GASONET that a Party has not paid the credit of the Government the GST collected from GASONET. In that case, the party will be put on holiday for six months after following the due procedure.

.....

PERFORMANCE RATING DATASHEET (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief Description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

(*) Allocation of marks should be as per the enclosed instructions

(**) Performance rating shall be classified as follows:

Sl.No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as follows:

1.1. DELIVERY / COMPLETION PERFORMANCE 40 Marks

<u>Delivery Period/ Completion Schedule</u>	<u>Delay in Weeks</u>	<u>Marks</u>
---	-----------------------	--------------

a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 12 weeks	20
	“ 16 weeks	15
	More than 16 weeks	0

b) Above three months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 16 weeks	20
	“ 20 weeks	15
	“ 24 weeks	10
	More than 24 weeks	0

1.2. QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/No Deviation/ No failure: 40 marks

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

1.3. RELIABILITY PERFORMANCE

20 Marks

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

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING

A. GENERAL						
ITB clause	Description					
1.2	The Invitation for Bids/ Tender no is: TENDER NO: GSRJL/C&P/CMS/2025-26/01					
1.1	The Employer/Owner is GASONET SERVICES (RJ/UK/HP) LIMITED					
2.1	The name of the Item to be procured is HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR CITY GAS DISTRIBUTION PROJECTS					
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td>NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>YES</td> </tr> </table>		APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO					
NOT APPLICABLE	YES					
B. BIDDING DOCUMENT						
ITB clause	Description					
8.1	For clarification purposes only, the communication address is: Sr. Executive (C&P) GASONET SERVICES (RJ/UK/HP) LIMITED Corporate Office: 807, World Trade Tower, Sector-16, Noida,Uttar Pradesh. Pin Code-201301 Contact No.: Mail Id: vineeta.pandey@gasonet.in					
C. PREPARATION OF BIDS						
ITB clause	Description					
11.1.1 (u)	The Bidder shall submit, with its Techno-commercial/ Unpriced bid, the following additional documents (SCC Refers):					
12	Additional Provision for Schedule of Rate/ Bid Price are as follows:					
14	The currency of the Bid shall be INR.					
15	The bid validity period shall be 90 Days from the Final 'Bid Due Date'.					
D. SUBMISSION AND OPENING OF BIDS						
ITB clause	Description					
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in the case of e-tendering.					
22.3	For bid submission purposes only, the Owner's address is: Attention: GASONET SERVICES (RJ/UK/HP) LIMITED Corporate Office: 807, World Trade Tower, Sector-16, Noida, Uttar Pradesh. Pin Code-201301 Contact No.: Mail Id: vineeta.pandey@gasonet.in					
EVALUATION AND COMPARISON OF BIDS						
ITB clause	Description					

32	The evaluation Methodology is mentioned in the Section II of the Bid Document.	
33	Compensation for Extended Stay:	
	APPLICABLE	NO
	NOT APPLICABLE	YES
F. AWARD OF CONTRACT		
ITB clause	Description	
37	State of which stamp paper is required for Contract Agreement: State: Relevant State	
38	Contract Performance Security/ Security Deposit	
	APPLICABLE	YES
	NOT APPLICABLE	NO
Applicable: Refer to Special Conditions of Contracts		
40	Public Procurement Policy for MSEs:	
	APPLICABLE	YES
	NOT APPLICABLE	NO
Tendered items are non-splittable and non-divisible		
41	Provision of AHR Item:	
	APPLICABLE	YES
	NOT APPLICABLE	NO

SECTION – III

GENERAL CONDITIONS OF CONTRACT [GCC] – [SERVICES]

The General Conditions of Contract contain standard conditions of all contracts awarded by GASONET. Regular vendors/ bidders of GASONET are well acquainted with the GCC. GCC, being voluminous in size, is not attached to this Tender Document. However, a copy of the General Conditions of Contract [GCC] has been made available in the office for ready reference of all the prospective vendors/ bidders. Vendors/ Bidders are requested to refer to the GCC before preparing/ submitting their Bid/ Offer for the subject work.

The above-referred GCC shall be part and parcel of the contract for the subject work and shall be accepted, signed and stamped by the successful bidder at the time of the work award, and the Bidder agrees/receives for the same.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 '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.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.4 '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.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 '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.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by Owner to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.14 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. GASONET.
- 1.15 '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.
- 1.16 'Site' or 'Owner's stores' means the placGasonete 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 INTERPRETATION OF CONTRACT DOCUMENT

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

3 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that
- 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.
- 3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

4 CONTRACT PERFORMANCE BANK GUARANTEE

- 4.1 Within 15 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 15 days 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 in case of supply contract & 10% annualized contract value in case of works contract(Excluding taxes & duties).
- or
- The PBG shall be made up of the initial PBG Deposit in an amount equal to 2.5% (Two and one half percent) of the total contract value, and the Retention Monies, of a sum equal to 10% (ten percent) of the total (gross) value of each bill, up to and until the recovery of full PBG is achieved. The deductions for the retention money (ies) will be stopped after the PBG limit of 10% (ten percent) of the Total Contract Value is reached.

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

5 INSPECTIONS AND TESTS

- 5.1 Refer SCC Clause 3.0.

6 TRANSPORTATION

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

7 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the 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.
- 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 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 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 STATUTORY VARIATION

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

11 PAYMENT

11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In-Charge within 30 (Thirty) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 6 of SCC. Payment will be done within 30 days after acceptance & approval of Bill.

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

12 SUBCONTRACTING

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

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

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

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

13 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.
- 13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:
- 13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.
- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- 13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 13.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the

imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

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

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

15 TERMINATION FOR DEFAULT

15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.

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

16 CHANGE IN CONSTITUTION

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

17 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for

any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

18 CONTRACTOR'S OFFICE AND STORE AT SITE

18.1 The CONTRACTOR shall provide and maintain an office and at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

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

19 CONTRACTOR TO INDEMNIFY THE OWNER

19.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

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

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

20 SAFETY REGULATIONS

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

21 OTHER AGENCIES AT SITE

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

22 LIENS

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

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

23 TERMINATION FOR OWNER'S CONVENIENCE

- 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 EMD,GST & Bill PAYMENT IF THE CONTRACT IS TERMINATED

- 24.1 EMD at the rate of 1% of annualized contract value. Wave off is given to for MSME as per govt guidelines based on proper documents submitted to Head C&P.
- 24.2 GST Registration-Contractor shall have GST registration in the state where work is being executed, in case non registration at the time of bidding, the contractor shall get registered before submission of First RA Bill.
- 24.3 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) 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.
 - b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.
- 24.4 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.
- a) Any and all completed works.
 - b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25 NO WAIVER OF RIGHTS

25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER

shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

26 PLANNING

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

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

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

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

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

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

27 PROGRESS

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

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

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

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

28 WORK IN MONSOON AND DEWATERING

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

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

29 WORK ON SUNDAYS AND HOLIDAYS

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

30 SETTLEMENT OF DISPUTES

- 30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of GASONET, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to GASONET in any manner whatsoever.
- 30.5 The Arbitration proceedings shall be held in Noida and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 30.6 It is hereby clarified that the Courts at Noida alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31 LIMITATION OF LIABILITY

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

32 GOVERNING LANGUAGE

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

33 APPLICABLE LAW

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

34 NOTICES

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

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

35 INSURANCE

- 35.1 General

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

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

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

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

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

i) **EMPLOYEES STATE INSURANCE ACT:**

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

ii) **WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:**

Workmen Compensation, Medclaim policy and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees (except those who are covered in ESI scheme against submission of documentary evidence) policy, who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if 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

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

The PURCHASER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) **TRANSIT INSURANCE**

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

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**

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

vi) **Comprehensive General Liability INSURANCE**

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

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

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

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

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

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

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

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

The policy shall indicate:

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

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

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

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

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

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

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

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

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

36.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any 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.

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

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

37 DATE OF COMING INTO EFFECT

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

38 EXECUTION OF WORK

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

39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

40 CARE OF WORKS

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

41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 41.1 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.
- 41.2 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

42 OWNER MAY DO PART OF WORK

- 42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on

such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43 POSSESSION PRIOR TO COMPLETION

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

44 SUSPENSION OF WORKS

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

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

45 CARE OF WORKS

45.1 Defects prior to taking over:

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

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

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

45.2 Defects after taking over:

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

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

46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

46.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or 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 equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

47 DEFENCE OF SUITS

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

48 DEDUCTIONS FROM THE CONTRACT PRICE

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

49 COMPLETION CERTIFICATE

49.1 Application For Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate

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

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

49.3 Completion certificate documents

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

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

50 FINAL DECISION AND FINAL CERTIFICATE

- 50.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have

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

51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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

52 CONTRACTOR'S RESPONSIBILITY

- 52.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 52.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.
- 52.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.
- 52.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.
- 52.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

53 MODIFICATION IN CONTRACT

- 53.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.
- 53.2 Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

55 SUB-LETTING OF CONTRACT

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

56 EMPLOYMENT LIABILITY OF CONTRACTOR

- 56.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.
- 56.2 The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 56.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57 COMPLIANCE OF LAWS

- 57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 57.4 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 Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 57.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 57.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 57.7 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.

- 57.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

58 THE ENGINEER-IN-CHARGE

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

59 REPATRIATION AND TERMINATION

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

60 INDEMNITY

- 60.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

61 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

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

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

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

61.3 The Contractor shall be responsible for the proper behaviour 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.

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

62 JURISDICTION

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

63 FORCE MAJEURE

63.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

63.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

63.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides, contractor shall stop the Work. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.

63.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

64 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

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

2. STATUTORY LEVIES

- A. The Contractor accepts full and 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.

- B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

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

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

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

65 General Terms & Conditions For Supply

1. PRICE

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

- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to GASONET. The nature and extent of such levies shall be shown separately

2. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to GASONET as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. GASONET shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes I Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer I bid or new taxes I duties I levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the GASONET shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to GASONET on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

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

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

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

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

66 General Terms & Conditions of contract for Consultancy Services

A STATUTORY LEVIES, TAXES AND DUTIES

- 1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes & duties, if applicable which will be quoted separately.

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

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

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

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

SECTION – IV

**SPECIAL CONDITIONS OF
CONTRACT [SCC]**

1 DEFINITIONS AND INTERPRETATIONS

1.1 In addition to meaning ascribed to certain initial capitalized terms in “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GCC”, the meaning ascribed to such term hereunder shall prevail.

1.2 Definitions

Bid Documents or Tender Documents shall mean documents issued to the bidder by the COMPANY.

Effective Date shall mean the date on which Contractor’s obligations will commence and that will be the date of first notification of award i.e. Letter of Intent/Letter of Acceptance/Contract/Work Order.

2 INTERPRETATIONS

2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into 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 Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Tender document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

3 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

3.1 Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

4 INTELLECTUAL PROPERTY

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

5 STANDARDS

- 5.1 All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.
- 5.2 The Bidder shall also state, where applicable, the National or other international standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- 5.3 The requirements given in this document are firm and no deviation of any kind is acceptable.

6 PENALTY

If the contractor fails to provide the required services penalty shall be imposed as under:

- 6.1 Payment which would have been otherwise payable to the contractor for the said jobs/period shall not be paid.
- 6.2 All resources deployed shall take prior consent of leave in advance from GASONET Engineer In-Charge. In case of absence of deployed resource from duty for more than 7 days without any prior consent of leave from GASONET EIC, penalty @ Rs. 5000/- per day per person shall be imposed.
- 6.3 Site engineer has to ensure that execution shall be carried out as per the technical specification/codes and general engineering practices. If it is observed that execution has not carried out as per the technical specification/applicable standard codes including PNGRB code/general engineering practices and due to the lack of supervision which results in any damage/financial loss to the third party utilities, then Engineer-in-charge may impose suitable penalty at its discretion. Additionally, minimum penalty of Rs. 5000/- per instance shall be levied on the CMS agency.
- 6.4 The mobilization period at the start of the contract is 30 days. If there is delay in mobilization of manpower than the prescribed period, shall attract penalty of Rs. 5000/- per person per

day. In case of delay in mobilization of manpower beyond 30 days, GASONET reserves the right to terminate the contract.

- 6.5 If there is delay in approval of QAP/ITP than the prescribed period i.e. 48 hours from the date of receipt of document from the vendor shall attract penalty of Rs.5000/- per day for respective activity.
- 6.6 If there is delay in approval of job procedure than the prescribed period. i.e. 1 week from the date of award of purchase order shall attract penalty of Rs.5000/- per day for respective activity.
- 6.7 If there is delay in issuance of Inspection release note/ Dispatch clearance note with documents than the prescribed period i.e. 48 hours from the date of receipt of Inspection documents, shall attract penalty of Rs.5000/- per day.
- 6.8 In case contractor fails to submit the compliances against payment of salary to its employees, COMPANY holds the right to retain the service charge and additional penalty of 10% of the invoice amount which will be non-recoverable.
- 6.9 In case of any complaint regarding non-fulfilment of any obligation under the contract, GASONET reserves the right to withhold payment of the contractor, and out of such amount, including the security deposit, can make such payment to another agency at their risk & cost as it may consider necessary for smooth and unhindered working of the system.
- 6.10 In case of failure to provide the communication mean i.e. mobile, laptop, internet connectivity to it's employees, contractor shall be levied with the penalty @ Rs. 200/- per day per resource.
- 6.11 In case of non- compliance of statutory provisions penalty will be imposed by the owner as detailed below:
- 6.12 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and his contributions to the RPFC every month. The Contractor shall furnish along with every monthly bill, the challan/ receipt for payment made to the RPFC for the preceding months. In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall withhold 5% (Five percent) of the payable amount from every monthly bill and retain the same as a deposit. Such retained amount shall be refunded to the Contractor on production of RPFC Challan/receipt for the period covered by the related monthly bill. If the contractor fails to submit the RPFC challans within 3 months of the submission of monthly bill then the withheld 5% amount shall not be refunded against failure to compliance. Also a penalty of Rs. 10000/- shall be imposed for that particular month. Owner may either suspend the work if challans are not submitted within three months or deduct the amount. Kindly note that the PF is to be deducted on actual basic as per wage sheet.

- (a) The contractor has to submit documentary proof of submission of ESI/ PF at their deployed manpower on monthly basis. The contractor has to submit **form 3 A** of each employee failing which shall attract the **penalty of Rs. 1000 per person per month**. In case the form 3A shall be presented on yearly basis then undertaking shall be given by bidders on a monthly basis for the submission of form 3 A on yearly basis.
- (b) Contractor has to submit the documents for ESI contribution made for employees/ personnel deployed at GASONET site (s). In case of any or all such persons do not fall under ESIC provision, the declaration for the same shall be submitted to GASONET on your letterhead. In such a case, all such persons must be covered under Workmen Compensation (WC) act. **No person without having insurance coverage in the form of WC, ESI/ Medclaim policy of min. 5 lacs per person shall be allowed to work at GASONET site(s).**
- (c) Contractor has to submit CPBG as per terms of contract within 21 days from the date of LOA. For any delay beyond 21 days in submitting CPBG of requisite amount as well as timely extension of value and / or time period shall attract a penalty of Rs. 5000/- per week and further action as per GASONET procedure.
- (d) Contractor shall make payment to his employees through bank transfer and submit monthly bank statement to GASONET. A penalty of Rs. 5000/- per month shall be levied for non-compliance upto three months. Beyond 3 months GASONET reserve the right to terminate the contract.
- (e) In case the manpower provided by the company is not found to be on payroll of CMS, penalty shall be deducted towards each contractual resource deployed. i.e. Rs. 2500 per day per person for days deployed. In such case removal of such personnel & replacement shall be done by CMS immediately.
- 6.13 Note: The penalties for non- compliance indicated above are for the purpose of deterrent to the contractor and in no way compensation for non- compliance. Contractor will be liable for any legal action, penalty, interest etc. as may be decided by relevant Govt. authorities under the prevailing statutory provision. Contractor has to indemnify GASONET all the time as the principal employer for compliance of statutory compliance at his end. Incase GASONET is required to pay any amount or face legal action on behalf of the contractor, the same shall be recovered from the contractor.
- 6.14 The following are the penalties against non-compliance in vehicle deployment:
- (a) DELETED
- (b) Any delays in submission of necessary documentation, reports, reading, maintenance, repair or replacement or any other unwarranted mishandling / misplacement of asset, alarm shall not be entertained without any proper justification from VENDOR. The delay periods identified and prescribed in this contract are to be adhered to stringently by VENDOR. Unjustified incidents or actions shall be penalised.

6.15 NOTE-

- (a) Overall penalties and price reduction schedule (PRS) are together capped at 10% of Invoice value.
- (b) Payment shall be made on monthly basis after submission of duly signed & verified invoice along with required documents as per tender.
- (c) Penalty against not punching through biometric mean (Per day/Per Person) shall be levied as per discretion of GASONET. The minimum penalty will be Rs. 100 per day/per person, shall be levied after one month of mobilization of resource of SOR .
- (d) Penalty against any issues observed in CMS Recommendations, leading to safety or financial implication of GASONET will attract penalty on CMS agency, as per discretion of GASONET.
- (e) Delay in providing recommendation for RA/Final Bill, will attract penalty of Rs. 500 per week, and shall be levied from the RA bill.
- (f) Any resource of age of 60 years or more, during the tenure of tender, shall not be considered for the deployment for SOR items.
- (g) CMS agency has to disburse wages/salary on or before 07th date of each month through bank transfer to saving bank accounts of individual employee or salary cards issued to the employees through any reputed bank. Contractor must submit bank statement in either case. In case of delayed salary payment i.e. 07th of every month or deviation in mode of payment, a penalty of Rs. 100/- per employee per day shall be levied.
- (h) The Contractor holds sole responsibility for sourcing, providing, and deploying competent, well-trained personnel who possess thorough and demonstrable knowledge of the City Gas Distribution (CGD) sector, including Piped Natural Gas (PNG), Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG), and all related business activities. The Contractor must ensure that the personnel supplied are capable of undertaking planning responsibilities for Business Development, Project Management, and Operations & Maintenance (O&M) functions, and that the overall manpower provision strictly meets all requirements stipulated by Gasonet. Furthermore, the Contractor assumes complete and unconditional liability for any errors, omissions, or negligent acts committed by any personnel deployed under the terms of this agreement.
- (i) Prior to deploying any personnel, the Contractor is obligated to submit detailed curricula vitae (CVs) and resumes for all proposed candidates to Gasonet, ensuring these documents accurately reflect the qualifications and experience required by the specific job descriptions outlined in the tender documentation. Gasonet expressly reserves the unilateral right to interview any or all proposed candidates and to grant final approval regarding their suitability for the designated roles before hiring is confirmed and deployment occurs. Gasonet also reserves the absolute right to require the replacement of any personnel deployed by the

Contractor at any time; upon receiving such a request, the Contractor must provide a suitable and approved replacement within seven (07) working days. Failure by the Contractor to deploy the required replacement within this stipulated timeframe will result in the imposition of a penalty of Rs. 2000 (Rupees Two Thousand only) per day for each day of delay until the replacement is successfully deployed. The Contractor is also required to obtain explicit prior written approval from Gasonet before proceeding with the demobilization of any personnel currently assigned under this agreement.

- (j) The Contractor shall be responsible for ensuring an adequate supply of uniforms and PPE kit for all deployed resources, providing a minimum of two (02) complete sets per person per year, with the design, quality, and specifications of the uniforms adhering strictly to the instructions provided by the Engineer-in-Charge (EIC). Additionally, the Contractor must, entirely at their own cost, install, operate, and maintain a functional Biometric Attendance System or an equivalent Attendance application acceptable to Gasonet, for the purpose of accurately recording, monitoring, and regulating the daily entry and exit times of all resources deployed under this contract.

7 STATUTORY COMPLIANCE

- 7.1 All the vehicles must carry comprehensive insurance only from a reputed insurance company approved by IRDA. All the insurance related activities / claims/ damages / accidents shall have to be taken care of by vendor himself. GASONET shall not be involved at any stage and in any transaction. GASONET shall also be immune from insurance shortfall losses if any at the time of accidental repairs.
- 7.2 Hired vehicle(s) should be fully / comprehensively insured by the vendor at his own cost for all risks. All liabilities whatsoever arising out of the accident of the hired vehicle(s) shall rest upon the Contractor only
- 7.3 It will be the responsibility of the vendor to pay as per the minimum wages defined under skilled labour, of the appropriate government rules applicable under the Minimum Wage Act. GASONET may depute its representative to ensure compliance of the clause.
- 7.4 List of statutory compliance documents to be submitted at the beginning of the contract is as follows:
- a. EPF REGISTRATION LICENSE CERTIFICATE
 - b. ESIC REGISTRATION LICENSE CERTIFICATE
 - c. LABOR LICENSE
 - d. SHOPS AND ESTABLISHMENT LICENSE
 - e. GPA POLICY
 - f. WC POLICY
 - g. WC POLICY

8 TAXES & DUTIES

- 8.1 The Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, freight,

Insurance, Transit Insurance, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority including loading and unloading at GASONET store. The rate in SOR is inclusive of all the above-mentioned taxes/duties as defined in the tender document.

- 8.2 Any statutory variation in GST within the contractual period for the SOR items shall be to GASONET's account. However, in case the contractual completion period gets extended for reasons solely attributable to the contractor, the statutory variation shall be limited to contractual completion period only.

9 DURATION OF CONTRACT

The duration of the contract shall be two (02) years from the date of first notification of award / LOA.

- 9.1 No claim from the agency regarding execution shall be entertained beyond the contract validity and/or exceeding the value of the contract.
- 9.2 Risk and Cost: 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 OWNER.

10 TERMS OF PAYMENTS

(FURTHER TO CORRESPONDING CLAUSE OF GCC)

- 10.1 CMS Agency shall submit the invoice on monthly basis latest by 5th of every month along with proof of labor law compliance for the previous month.
- 10.2 Each invoice will be accompanied by following documents:
- EPF – PF COMBINE CHALAN, PF ECR COPY, PF PAYMENT CONFIRMATION FRECEIPT
 - ESIC – CHALAN, ECR COPY, ESIC PAYMENT RECEIPT
 - ATTENDANCE REGISTER SIGNED BY GA HEAD / EIC
 - SALARY ACCOUNT STATEMENT
 - INSURANCE COVERAGE COPY (IF APPLICABLE)
- 10.3 100% payment shall be released to the CMS agency on certification of Engineer- in charge (EIC).
- 10.4 Payment shall be released within thirty (30) days of submission of the invoice to the company.
- 10.5 In case there is any penalty imposed, EIC to specify.

11 ADVANCE

- 11.1 No advance shall be paid under the contract.

12 WAGE / SALARY STRUCTURE

Bidders need to comply with the wage/salary structure placed at Annexure-A (appended in this document).

13 DOCUMENT PRECEDENCE

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.

1. Letter of Acceptance
2. Schedule of Rates as enclosures to Letter of Acceptance
3. Special Conditions of Contract
4. Job / Particular Specifications
5. Scope of Work
6. Drawings
7. Technical / Material Specifications
8. General Conditions of Contract
9. Indian Standards
10. Other applicable Standards

14 TERMINATION FOR DEFAULT

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

- 14.1 The following provisions may be included in the tenders depending upon nature and relevance of procurement:
- 14.2 Except for the cases of Force Majeure, if the Contractor fails to execute the work or any 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:
 - i. To determine the contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, where upon 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 as worked out in terms of the contract.

- ii. 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 and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.
- iii. Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is 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.

14.3 The Owner shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor 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.

14.4 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.

14.5 Failure by Contractor

The General Conditions of Contract forming part of the tender documents inter-alia contain many provisions which pertain to execution of work in the event the contractor fails to perform. Some of the important provisions are as below:

- (i) Failure by the contractor to comply with the provisions of the contract: Owner has reserved an option to determine the contract, the security deposit furnished by the contractor is liable to be forfeited as also the excess cost which may become payable by the owner in getting the work executed, through an alternative agency, may be recovered from the contractor.
- (ii) Failure of contractor to execute the work as per contract: If pursuant to award of work, the contractor fails to commence work in a manner described in the contract or if the contractor fails to execute the work in conformity with the documents and if the contractor fails to execute work in accordance with the time schedule or if the contractor substantially suspends work for a period of 14 days without authority of Engineer-In-charge or if the contractor fails to carry out and execute the work to the satisfaction of the Engineer In-charge or if contractor fails to supply sufficient or suitable construction plant, temporary works, labour, materials or things or if the contractor commits, suffer or permit any breach of any of the provision of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for 14 days after notice in writing shall have been

given to the contractor by the Engineer In-charge requiring such breach to be remedied or if the contractor shall abandon the work or if the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary, not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction; then, in each of the above mentioned cases the owner shall have the power to enter upon the work and take possession thereof and all materials, temporary works, construction plants and stock thereon and to revoke the contractor's license to use the same and to complete the work by his agents, other contractors or work men or to relate the same upon any terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the contractor for the said materials other than such as may be certified in writing for the Engineer In charge to be reasonable.

The above provisions expressly provide for owner's right to take possession on site and work in whatever condition the same exists at the time of breach or breaches as listed herein above may have been committed by the contractor. The clause further provides that in getting the job executed any additional payments or extra cost incurred shall be recovered from the dues of the contractor.

- (iii) Owner may do part of work: In case the contractor shall fail to comply with any instructions given in accordance with the provisions of contract, owner has the alternative right instead of assuming charge of entire work to place additional labour force, tools, equipment 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 a case the owner shall deduct from the amount which otherwise might become due to the contractor the cost of such work and material with 10% added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor is contractually bound to pay the difference to the owner.
- (iv) Replacement of defective parts and materials: Owner reserves right to make good, alter, reconstruct or remove such works as may be found to be defective or unsound or imperfect or inferior to the quality specified. The owner is required to give a notice to the contractor for 7 days to remove any defects or deficiencies, pointed out in the said notice and upon failure of the contractor to do so to proceed with the above-mentioned remedies. In the event of the owner taking charge of repairs / replacements as aforesaid, the cost incurred thereon becomes recoverable from the contractor.

The clause under reference further provides for the contractor's full and extreme liability to be satisfied by the payments to the owner of extra costs 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 payable by the owner to the contractors in respect of such defective plant.

In terms of the aforementioned provisions of the contract GASONET, in exercise of its rights under the contract, may come across situations, where it may have to take a part of work off from the contractor and get the same done through an alternative agency. However, such off-loading of work can be in part or it can be for the entire work awarded to the contractor and the decision in this regard would rest on various factors having major effect on such decision. Some of the factors are the progress of work at site, poor mobilization of resources, frequent defects in the executed work, financial constraints of the contractor and ill behavior of the representatives of the contractor.

The contractual conditions amply provide for recovery of any sums spent in excess of contract value for getting the work executed through an alternative agency. There may be situations in which the contractors choose to take recourse to legal / Arbitration process. A decision in this regard may, therefore, be taken after considering the possibilities of entering into litigations which may or may not be justifiable in all cases.

15 SETTLEMENT OF DISPUTES (ARBITRATION)

(CORRESPONDING CLAUSE OF GCC IS MODIFIED AS BELOW)

- 15.1 Except as otherwise provided in the Contract where decision of Engineer-in-Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.
- 15.2 Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.
- 15.3 If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty
(30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.
- 15.4 The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by GASONET of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list

of persons from GASONET shall comprise of persons with the requisite technical expertise and relevant experience.

- 15.5 Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of GASONET or of any other public sector entity or with regard to such persons holding shares in the Company.
- 15.6 If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by GASONET, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and GASONET shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.
- 15.7 The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in NOIDA and shall be conducted in English Language. The decision of such arbitration proceedings shall be binding and conclusive upon the Parties.
- 15.8 The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.
- 15.9 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.

16 SUBLETTING AND ASSIGNMENT

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

17 COMPUTATION / ARITHMETICAL ERROR

The bids shall be checked for computation error, if any to arrive at the computed price as per provisions of bidding documents. Arithmetical error will be rectified on the following basis: Discrepancy between unit price & total price: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item or between sub-total and the total price, the unit or sub- total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. While preparing the bid documents, due care shall be taken to ensure that unit of measurement for payment for items as provided in SOR is the same as stipulated in technical specification and measurement clause.

18 TERMINATION AND FAILURE CLAUSE

Time and date of delivery shall be the essence of the contract.

If the contractor/ supplier fails to complete the work / deliver the entire quantity of goods ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery / time schedule or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the compensation / Price Reduction Schedule / termination of the contract whichever is in the interest of the company, in accordance with the provision of contract.

Termination of the contract as provided for above shall not prejudice or affect the rights of the owner, which may have accrued up to the date of such termination.

Termination and failure may also attract provisions of Holiday Listing Policy.

18.1 Grounds of termination:

GASNET shall be at liberty to terminate the contracts at its sole discretion on any of the following grounds:

- i. If the contractor has got the contract by fraudulent means or suppression of material fact, which would have bearing on the award of contract.
- ii. The contractor goes insolvent
- iii. If the continuance of the business is stopped by any court of law or any authority of Government.
- iv. In case the contractor is the company and has been wound up by the court.
- v. In case of proprietorships firm, if the firm gets dissolved.
- vi. In case of partnership firm, if the partner goes mentally insane.
- vii. The contractor breaches any of the provision of the contract then GASNET shall have liberty to terminate the contract.
- viii. The termination of the contract should be done after following the due process as per provisions of the contract.

19 FORCE MAJEURE

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by respective parties.

- (a) The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, unprecedented floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the owner and the contractor, any national / state level strike affecting manufacturing, transportation and imposition of ban affecting supply of goods.
- (b) Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- (c) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts provided it has adversely affected the overall completion schedule.
- (d) If deliveries of bought out items and/or works to be executed by the contractor are suspended by Force Majeure conditions lasting for more than 1 (one) month, the parties to the contract shall hold discussions to resolve the situation mutually.
- (e) If during the concurrence of the contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the work, provided always that the owner shall be entitled, at any time after such outbreak of war to terminate the contract by giving notice in writing to the contractor and upon such notice being given the contractor shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- (f) If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence remove from the site all the contractor's equipment and shall remove similar facilities of his sub-contractors.

20 APPLICABLE LAW

The contract shall be governed and interpreted in accordance with laws of India and court of competent jurisdiction of New Delhi shall have exclusive jurisdiction to try such suits.

21 WHISTLE-BLOWER POLICY

(CORRESPONDING GCC CLAUSE IS MODIFIED AS BELOW)

Gasonet Services (RJ) Ltd./ Gasonet Services (HP) Ltd./ Gasonet Services (UK) Ltd. has implemented whistle-blower policy as part of the vigil mechanism to comply with the regulatory requirements. With the implementation of vigil mechanism, the company provides

a platform to its vendors and suppliers to come forward and raise their genuine concerns without any fear of retaliation and victimization.

The policy is designed to deal with concerns raised in relation to the specific issues which are not in the interest of the company. The company has appointed an independent third-party service provider to manage the operations of whistle-blower hotline.

Detailed Policy is available on Gasonet website www.gasonet.in .

SECTION – V

SCOPE OF SUPPLY

HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR CITY GAS DISTRIBUTION PROJECTS

INDEX**A. INTRODUCTION****B. BRIEF SCOPE OF WORK****C. DETAILED SCOPE OF WORK / SERVICES**

- a. Project Management
 - i. Project Scheduling & Planning
 - ii. Coordination & Liaison
 - iii. Procurement & Inspection Assistance
 - iv. Supervision & Quality Assurance
 - v. Monitoring & Reporting
 - vi. Financial & Administrative Assistance
 - vii. Additional Activities
- b. Planning & Scheduling
- c. Construction Management & Supervision
 - i. Project Commissioning
 - ii. Mechanical Completion
 - iii. Commissioning & Startup
 - iv. Performance Test
- d. Project Monitoring & MIS Reporting
- e. The Time Schedule
- f. Project Document / Completion / Closeout

D. DEPLOYMENT OF MANPOWER

- a. For Site Activities
- b. Manpower Resources
- c. Attendance and Over Time

E. OTHER CONDITIONS

- a. General
- b. Safety
- c. Priority of Works
- d. Quality Assurance
- e. Design Standards

A. INTRODUCTION

GASNET is a group of three companies, promoted by Dinesh Engineers Ltd., Resonance Energy Pvt. Ltd. and Tolani projects Pvt. Ltd., for development of city gas distribution project for Supply of Clean and Green Natural Gas as fuel for Automobile, Industrial, commercial and Domestic sector. The group companies have been authorized by PNGRB in the 11th round bidding for four Geographical Areas (GA's) of:

- 1) Gasonet Services (HP) Ltd. for Mandi, Kullu, Kinnaur and Lahaul & Spiti districts in the state of Himachal Pradesh (GA ID 11.16),
- 2) Gasonet Services (RJ) Ltd. Bikaner & Churu districts in the state of Rajasthan (GA ID 11.42)
- 3) Gasonet Services (UK) Ltd. for Pauri Garhwal, Uttarkashi, Rudraprayag, Tehri Garhwal districts in state of Uttarakhand (GA ID 11.64),
- 4) Gasonet Services (UK) Ltd. for Pithoragarh, Almora, Champawat, Chamoli & Bageshwar districts in state of Uttarakhand (GA ID 11.65).

B. BRIEF SCOPE OF WORK:**I. Project Management Consultant's Scope:**

Brief scope of services includes providing Construction Management (CMS) services for City Gas Distribution (CGD) for a period of 2 years for Gasonet group of companies in the state of Rajasthan, Himachal Pradesh & Uttarakhand. PNGRB authorized GAs are:

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 state of Uttarakhand,
4. Pithoragarh, Almora, Champawat, Chamoli & Bageshwar districts in state of Uttarakhand

The broad services under Project Management consultancy are detailed below for carrying out City Gas Distribution Projects:

- (a) Project Management
- (b) Planning & Scheduling
- (c) Inspection and Expediting
- (d) Construction Management & Supervision
- (e) Project Commissioning
- (f) Project Monitoring and Reporting
- (g) Project closeout
- (h) Support Functions during Execution of Projects
 - (i) Safety,
 - (ii) Marketing,
 - (iii) C&P,
 - (iv) HR & Admin,
 - (v) Data Entry/Customer Care/Billing,
 - (vi) Draftsman

II. Gasonet's Scope:

Gasonet will provide the details of potential customers, annual business plan or any other suitable information required to complete the project for the period of contract.

III. Duration of Service:

Construction Management Services shall be for a period of two (2) years further extendable up to one (1) plus One (1) year, solely on the discretion of Gasonet.

IV. Work Program for Contract Period

It will be as follows:

S. No.	GA ID / Name	Deliverables	2025-26	2026-27
1	11.16 / Mandi, Kullu, Kinnaur and Lahaul & Spiti districts, Himachal Pradesh	D-PNG (Nos.)	25200	25200
		CNG Stations (Nos.)	6	6
		LNGSCRT (Nos.)	1	0
		Bio-CNG (Nos.) *	0	1
2	11.42 / Bikaner and Churu districts, Rajasthan	D-PNG (Nos.)	90000	90000
		CNG Stations (Nos.)	12	12
		Steel P/L (in-km)	360	360
		LNGSCRT (Nos.)	0	1
		CGS (Nos.)	1	0
		Bio-CNG (Nos.) *	0	1
3	11.64 / Pauri Garhwal, Uttarkashi, Rudraprayag and Tehri Garhwal districts, Uttarakhand	D-PNG (Nos.)	35100	35100
		CNG Stations (Nos.)	6	6
		CGS (Nos.)	1	0
		Bio-CNG (Nos.) *	0	1
4	11.65 / Pithoragarh, Champawat, Almora, Chamoli and Bageshwar districts, Uttarakhand	D-PNG (Nos.)	40500	40500
		CNG Stations (Nos.)	7	7
		LNGSCRT (Nos.)	0	1
		CGS (Nos.)	1	0
		Bio-CNG (Nos.) *	0	1

* Either development of Grassroot Plant for Bio-CNG or Hooking up with existing plant & cleaning

** Gasonet reserves the right to fix the priorities for any as well as quantum of work to be executed which will be conveyed by Engineer-in-charge and the consultant shall plan and execute work accordingly.

C. DETAILED SCOPE OF WORK / SERVICES**1.0 PROJECT MANAGEMENT**

The CMS will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with GASONET Project team. The Project Management services to be performed by Bidder shall include but are not limited to the following:

1.1 Project Scheduling & Planning

- Prepare overall project schedule (Engineering, Procurement, and Construction).
- Identify priority activities and target dates based on the annual business plan.
- Network design & preparation of construction drawing before work starts.
- Update networks and project schedules regularly.
- Develop project information system to highlight slippage and hold-ups for management action and control.

1.2 Coordination & Liaison

- Liaise with GASONET, TPI, vendors, and contractors.
- Assist in coordination with various statutory / landowning agencies for pipeline clearance.
- Coordinate with vendors/contractors on procurement and execution.
- Ensure timely input of materials and drawings to contractors.
- Provide information on best international practices for gas pipeline projects.
- Organize monthly project review meetings with GASONET management.
- Organize fortnightly project meetings with the project manager.
- Based on requirements, CMS to attend meetings with GASONET promptly.

1.3 Procurement & Inspection Assistance

- Oversee procurement activities.
- Approve quality assurance plans, schedule, and expedite material supply.
- Prepare and release material requisitions for enquiry, cost estimates, and order placement.
- Inspect materials at vendors' locations and upon arrival at GASONET stores.
- Approve and ensure vendors' as-built drawings, operation manuals, brochures, and catalogues are handed over to GASONET.

1.4 Supervision & Quality Assurance

- Supervise site activities and ensure compliance with QA/QC procedures.
- Establish working procedures and quality assurance/control procedures.
- Document and sign site reports, measurement sheets, and certification of RA bills.
- Joint measurement, quality checks, and verification of contractors' running bills for payment.

- Develop procedures for extra items in contracts and supply orders.
- Submission of material reconciliation reports.

1.5 Monitoring & Reporting

- Monitor project progress and submit periodic status reports to GASONET.
- Submission of progress reports in various formats as instructed by GASONET.
- Hold weekly/fortnightly project review meetings with GASONET or as mutually agreed.
- Submit the project completion report, highlighting issues and solutions provided.
- Submission of payment & liability details, asset capitalization details, and work-in-progress details.

1.6 Financial & Administrative Assistance

- Prepare bills of material.
- Finalize and close contracts after verifying/certifying final documents and as-built drawings.
- Resolve disputes and arbitrations with vendors and contractors.
- Provide documentation and technical assistance for project completion and settlement of final documents.
- Develop "scope of work" for various groups.

1.7 Additional Activities

- Surveillance of project-related activities.
- Provide timely reports and draft reply letters for GASONET's management and governmental/statutory authorities (within 2 working days).
- Ensure last-mile connectivity for commercial/industrial customers.
- Shall provide Laptop, mobile and internet facility to all

1.8 Support Functions during Execution of Projects

- Supervision for HSE requirement at Site during project execution
- Providing support in marketing activities to the Company
- Providing support in Contract and Procurement activities fo the Company
- Providing support to O&M services of CGD installations and CNG/LNG stations
- Providing support to HR and Admin department
- Providing customer care services and billing support for PNG customers

2.0 PLANNING AND SCHEDULING:

The CMS will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule in line of PNGRB Minimum Work Program (MWP) and as approved by the Gasonet Management.

Following to be strictly noted:

- a. Prepare monthly progress reports for the project and provide all assistance to GASONET for preparing reports required by PNGRB in the prescribed format. Strict adherence to the

submission of all documents, reports, presentations, and queries by PNGRB needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to the following but not limited to:

- b. The consultant shall prepare the overall project schedule as per the GASONET's Board approval and as per the internal schedule which will be decided during the project kick-off meeting.

3.0 CONSTRUCTION MANAGEMENT AND SUPERVISION

- Prepare construction schedule.
- Planning & execution.
- Daily site inspection.
- Joint measurement, quality checks, & processing of contractor's bills.
- Provide specialized guidance and assistance for development of construction methodology for all construction activities, including review and approval of construction procedures and methodology.
- Review contractor's resources and schedules.
- Ensure contractors follow all statutory requirements (Labour License, EPF, ESI, CAR policy, WCP, etc.) and submit reports to GASONET.
- Coordinate with contractors & GASONET.
- Carry out construction supervision activities based on approved construction drawings.
- Carry out progress measurements, scrutiny, and certification of contractor's bills.
- Inspect day-to-day activities at site and sign reports.
- Assist in liaising with landowning agencies and coordinating with authorities.
- Review all QA/QC formats submitted by execution contractors to maintain quality during construction.
- Supervise and monitor activities to ensure work is according to standards and procedures.
- Certify measurement sheets and clear Running Account Bills/Final Bills.
- Provide technical assistance for the settlement of extra claims raised by contractors and arbitration cases; provide recommendations, with final acceptance/settlement by GASONET.
- Recommend closure of purchase orders and works contracts.
- Coordinate with survey agency or deploy manpower for surveying pipeline route.
- Mobilize adequate manpower for construction supervision activities.
- Supervise surveys and soil investigations when carried out by contractors.

- Carry out progress measurements, scrutiny, and works certification of contractors' bills for payments (including final bills).
- Carry out stores management, including handling over construction-surplus materials to GASONET.
- Carry out contract management.
- Prepare monthly/weekly progress status reports and catch-up plans, if required.
- Carry out QA/QC during construction; review QA/QC formats submitted by execution contractors to maintain quality.
- Provide technical assistance for settlement of extra claims and arbitration cases for 36 months post-project completion; give recommendations with final acceptance/settlement by GASONET.
- Forward certified contractor bills to GASONET within 7 working days of receipt.
- Responsible for all material reconciliation within 15 days and project close-out report submission within 60 days from project commissioning.
- Ensure deployment of manpower for construction management and supervision as per the Clause E.
- Bear expenses for lodging, boarding, communication, transport, and camp office for construction manpower.

4.0 PROJECT COMMISSIONING

4.1 Mechanical Completion:

At a date prior to mechanical completion to be agreed with the Owner, CMS shall recommend to Owner for approval of the operating manual prepared by CMS. CMS shall review and recommend for approval the program and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, CMS shall review and recommend approval of construction completion certificate documentation.

CMS shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan.

CMS shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders. CMS shall prepare for approval by the Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

CMS shall supervise contractor's work in such a way that phased mechanical completion, and commissioning takes place as per requirement of Owner's business needs.

4.2 Commissioning and Startup:

Commissioning and startup is to be carried out by the Owner with assistance from other contractors.

Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by CMS.

CMS shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, startup, performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers, CMS and contractors and shall ensure that the contractors provide sufficient numbers of skilled labor that is needed to complement the Owner startup personnel and to perform activities which include the running or operation of equipment, necessary adjustments and hot alignment checks and the running of component parts as unified system. This shall also include a demonstration of the operability of spare equipment.

CMS shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum, include:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Hot alignment checks and running of component parts as a unified system.
- Adjustments and replacements of mechanical seals, packing and accessories as required.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.
- Checking of bores of orifice plates and installing these plates after flushing operations.
- Functional check on all instruments and controllers, instrument calibrations with standard test.
- Equipment and all required adjustments and control point settings.
- Check all instrument loops for proper functioning.
- Checks on pipe support, and guides for settings hot / cold and necessary adjustments.
- Checking and recording positions of all valves.
- Conduct simulation runs to allow run-in operational testing of the equipment.

CMS shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

CMS shall supervise and monitor all commissioning and startup activities, and all performance test runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by CMS and subsequently recommended for Owner's approval.

CMS shall report to Owner on a weekly basis on the progress and status of commissioning and start up work.

CMS shall ensure that all commissioning records and log sheets are properly collated and submitted to Owner as part of contractors' mechanical completion certificate approval documents and provisional acceptance documents as relevant.

4.3 Performance Tests

- a) **Factory Acceptance Tests:** CMS shall witness & certify the Factory Acceptance Tests in the premises of contractor for Telecom, SCADA, Instrumentation system, CP system, etc. which will be carried out by the respective contractors. However, the final responsibility of FAT shall rest with CMS.
- b) **Site Acceptance Tests:** Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & Instrumentation system, CP system, etc. shall be witnessed & certified by CMS at site.

5.0 PROJECT MONITORING AND MIS REPORTING

The CMS should also provide the Project Monitoring Services including the following Scope of Work:

- Preparation of detailed Project Schedule.
- Identification of critical activities of the pipeline project.
- Identification of all activities falling on the critical path of the project.
- Identification of all activities requiring close co-ordination / synchronization.
- Preparation of a look-ahead model / catch-up plan for the project from time to time.
- Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.
- Identification of all activities / steps required for execution of the project within approved cost and time.
- Highlight pitfalls, if any, caused by the Project Consultant / any agency hindering efficient execution of the project.
- Monitoring of contractor logistics for line pipe, manufacturing, coating and laying.
- Generation of MIS reports for the project and dashboards.
- Providing all inputs / performing all project monitoring activities as desired by the GASONET Management / Project Group from time to time for timely completion of the project.

- Carrying out quality audits and identifying the root causes of the problems encountered in line pipe manufacturing, coating plants and pipeline construction activities.
- In addition to the above, CMS shall do all activities for Project Monitoring Services efficiently.

6.0 THE TIME SCHEDULE

6.1 The time schedule of project and construction activities are as follows:

1	Project Planning Activities	
	Project progress reporting	Fortnightly
	Material consumption, Capitalization	Fortnightly
	Planning & Scheduling	Monthly
	Budget Expenditure	2 weeks after intimation
	Material reconciliation	Fortnightly
	Clearing Supply Invoices / RA bills	1 week
	Recommendation for Closing of Contract	1 week from Submission of Documents by contractor
2	Construction activities	
	Daily Progress Report	Daily
	RFC, JMR status	Weekly
	PE / GI Cards, Graphs	Monthly
	RFC vs NG gap Analysis	Monthly (10 th of month)
	Progress Report (Laid vs Target & Contractor Wise/Project Wise)	Fortnightly & Monthly
	Deviation Forms	As and when required

Reconciliation statements shall be submitted to Gasnet along with RA bills. However, consolidated reconciliation statement along with physical verification shall be submitted along with Hard Copy monthly.

7.0 PROJECT DOCUMENTS / COMPLETION / CLOSEOUT REPORT:

Consequent upon the successful completion and commissioning of the project the CMS shall be responsible for the following:

- Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to GASONET.
- Submission of all projects related documents to GASONET for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:
 - As-built drawings: Follow up with vendors and contractors for 'As-built' drawings/documents, review/approve 'As-built' drawings/ documents

and forward the same to GASONET within the stipulated time. It is the responsibility of the consultant that As-Built Drawings are approved and handed over at the time of commissioning of work in every site of all contractors.

- (b) Problems faced during the project execution and mitigation measures taken in future.
- (c) The complete set of correspondence files for each package / order.
- (iii) Submission of all evaluation sheets of performance for all vendors, Contracts in line with established procedures to whom orders were placed.

D. DEPLOYMENT OF MANPOWER

1. FOR SITE ACTIVITIES

The Manpower deployed for the project shall be qualified, experienced in the similar field and the number of people shall be reasonably sufficient to carry out the activities without any delay.

The qualifications for manpower deployed at various levels shall be as follows:

S. No.	Description	Candidate level	Skill Type	Minimum Experience in CGD (Years count)	Level
1	Project Manager	Manager	Highly Skilled	10	E-1
2	Engineering Manager	Manager	Highly Skilled	10	E-1
3	Resident Construction Manager (RCM)	Manager	Highly Skilled	8	E-2
4	Senior Engineer	Senior Engineer	Potential skilled	6	E-3
5	Planning Engineer	Engineer / Executive	Highly Skilled	5	E-4
6	Stee/CNG/LNGI Engineer	Engineer / Executive	Highly Skilled	5	E-4
7	O&M Engineer	Engineer / Executive	Highly Skilled	5	E-4
8	Marketing Executive	Engineer / Executive	Highly Skilled	5	E-4
9	Safety Engineer	Engineer / Executive	Highly Skilled	5	E-4
10	MDPE & LMC Engineer	Engineer / Executive	Highly Skilled	5	E-4
11	F&A Executive	Engineer / Executive	Highly Skilled	5	E-4
12	C&P Executive	Engineer / Executive	Highly Skilled	5	E-4
13	Data Entry / Customer Care	Executive	Skilled	4	E-4
14	HR & Admin Executive	Executive	Skilled	4	E-4
15	Draftsman	Executive	Skilled	4	E-4

Additional Requirements:

- All candidates must have regular B.E. / B.Tech. (Mechanical/Electrical/Electronics/Civil) from reputed college,
- All candidates must have worked either for CGD companies or for PMC of CGD companies.
- Project Manager, RCM and Planning Engineer must have working knowledge of Primavera or MS Project for project scheduling and monitoring and preparing MIS.
- Engineering Manager must have working knowledge of SYNERGEE software and have exposure to Primavera/MS Project.
- Draftsman must have the proficiency with working on AutoCAD.
- Steel Pipeline engineers must possess a valid RT / UT level-II certificate.
- The Engineering Manager shall have experience with SYNERGEE software for modeling and simulation of Steel & MDPE pipeline
- Project Manager, Resident Construction Manager and Planning Engineer shall have hands on experience with Primavera / MS Project Software.
- Steel/CNG/LNG Engineer and MDPE & LMC Engineer shall have hands on experience with AutoCAD.
- Resume/CV shall be forwarded to GASONET for approval for appointment of the CMS manpower.
- The number of sites for PE pipelines and LMC works at any point in time may vary depending on progress and business plan. GASONET intends to engage multiple contractors for MDPE & LMC Works of PNG Domestic connectivity in all the GA's. The CMS shall deploy sufficient number of Engineers per location as per the site conditions and volume of work. However, the minimum work program to be executed during the contract period for two years are as follows:
- Consultant shall deploy manpower beyond minimum manpower as per site requirement and in- line with the decision of EIC.

Note: 100% of the manpower shall be on the role of CMS.

2. MANPOWER RESOURCES

The consultant shall submit the following for approval of the Owner after award of Agreement:

- I. Schedule of preliminary manning schedule
- II. Organization and reporting structure
- III. CMS is obligated to depute qualified & sufficient manpower, as per the requirement, at site. Moreover, during leave change substitute manpower is to be provided after due consultation with GASONET. The CMS will be required to depute qualified, experienced manpower for the execution of the project.
- IV. The Consultant shall submit the following along with the Bid Document:
 - Schedule of preliminary manning schedule.
 - Organization and reporting structure.

- Biodata of key personnel (as per enclosed Annexure-2).
To expedite progress within the same scope of work, CMS may be required to augment with more manpower without any additional financial implications to GASONET.

3. ATTENDANCE AND OVERTIME

- Normal duty hour is 9.30 am to 6.00 pm. i.e. 8.30 hours per day. However, on written permission of GA-Head/ Project-Head, duty hours for any CMS employee may be altered with information to Gasonet HR.
- Bidder must have the mobile attendance application installed in the mobile handset of CMS employees, for marking punch in and punch out.
- Bidder must generate a monthly report for its employees and submit it to Gasonet HR.
- Overtime (OT) should not be encouraged, however, in exceptional cases, extra working can be allowed on OT basis. OT hours can be given as:
 - Between 4 to 8 hours OT - half day's salary
 - Between 8 to 12 hours OT - one day salary
 - Between 12 to 16 hours OT - one and half day salary
 - No employee will work beyond 16 hours of OT in a month.
- Less than 4 hours will not be counted as OT.

E. OTHER CONDITIONS:

1. General:

- The Consultant shall perform the work under this Contract with diligence and conforming to the best international practices available in this area.
- The Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- The Consultant shall take approval / concurrence from GASONET on major and critical issues e.g. Design Basis, P&ID's, etc.
- There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled to extra payment for the same.
- The Consultant shall suggest measures to cut costs and time over run without compromising the quality of work required in implementing the project.
- The Consultant shall provide approved drawings, etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- The consultant shall have to review the Pipeline hydraulics, if found necessary.
- CMS agency shall provide Laptop, mobile and internet facility to all its employees deployed for Gasonet Project.

2. Safety:

CMS will be responsible for all site related safety activities. It is the responsibility of CMS to get safety adherence by the contractor as per tender document.

- a. In respect of all labor, directly or indirectly employed in the Work the Contractor shall at his own expense arrange for all the safety provisions and abide by all labor laws, safety codes, and all fire and statutory regulation and keep owner indemnified in respect thereof.
- b. 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 equipment shall be arranged by Owner.
- c. **Observance of Safety Rules & Regulations:**
 - Observance and adherence of safety rules and regulations of the installations is mandatory.
 - The requirements of any statutory body like CCOE etc. shall govern where these are more stringent than the requirements specified above.
- d. HSE requirement for the Contractor is attached.

3. PRIORITY OF WORKS

OWNER reserves the right to fix the priorities which will be conveyed by Engineer-in-charge and the consultant shall plan and execute work accordingly.

4. QUALITY ASSURANCE:

- Bidder shall provide details of its intended compliance with Project Quality Assurance requirements included with this Tender Documents.
- This compliance shall be supported by quality statements and quality manuals for the bidder and all major sub-contractors.

SECTION – VI

HEALTH, SAFETY AND ENVIORENMENT [HSE] POLICY

1. SCOPE AND APPLICATION

CMS AGENCY are the key stakeholder and an integral part of GASONET business. CMS AGENCY'S Quality, Health, Safety and Environment (QHSE) performance reflects on the COMPANY'S business performance and reputation. GASONET has established QHSE Management Systems, Procedures C Guidelines to ensure compliance with GASONET's QHSE requirements. These requirements apply to all jobs whilst conducting work for GASONET including Project, Construction, Operation C Maintenance, Field Operations and Services within any given contract or agreement.

The overall objective of QHSE management in contract/agreement is to improve the company and CMS AGENCY'S QHSE performance in all aspects of activities. Active and on-going participation by both the GASONET and CMS AGENCY is essential to achieve this objective.

2. RESPONSIBILITIES

- It is responsibility of GASONET management and staffs to ensure that all CMS AGENCY'S work under their direction C control are provided with relevant Integrated Management System (IMS) Policies, Procedures C Guidelines that describe the GASONET requirements for undertaking work within the COMPANY. It is also the responsibility of CMS AGENCY'S to ensure that their staff are informed of and comply with GASONET's requirements whilst working for the company.
- GASONET HSE department provides advice and assistance on QHSE requirements across the complete spectrum of all work activities. Contract Owner (Department Head) and Contract Holder (Work in-charge) are responsible to ensure safe execution of work/service include the following:
 - Ensuring that the QHSE Policy, Procedures C Guidelines are known and understood by all
 - CMS AGENCY'S staff and workforce
 - Monitoring, Inspecting C Auditing execution of work, activities to ensure adherence to the QHSE compliance requirements
- The CMS AGENCY'S will take the responsibility for implementation of GASONET's QHSE Policy, Procedures, Guidelines and other requirements with the advice and support of the GASONET's Contract Owner / Contract Holder and HSE representative.
- CMS AGENCY to ensure that all aspects of QHSE are adequately addressed and implemented in accordance with the QHSE requirements and QHSE Management Plan, which shall include the management processes and activities to be implemented during the course of work.
- CMS AGENCY shall be responsible for ensuring that adequate HSE resources are put in place to enable satisfactory implementation of QHSE Management Plan.
- This responsibility also applies to ensure the Health and Safety of the people are directly and indirectly engaged / involved whilst working or present at GASONET's work area /

sites.

3. MOBILIZATION

- Post selection and awarding of CONTRACT, GASONET shall arrange a kick-off meeting with CMS AGENCY where GASONET team members Contract Owner (CO), Contract Holder (CH) C HSE representative) will discuss on QHSE Management aspects / plan and requirements in order to make sure that CMS AGENCY and their team are fully understand the expectation of GASONET. During the meeting, QHSE Management Plan shall be discussed and agreed between GASONET G CMS AGENCY.
- CMS AGENCY shall ensure that all tools, tackles, equipment, machineries C instruments are adequately deployed and are 'Fit for Purpose'. Premobilization checks/inspection shall be carried out by GASONET team for the same before the start of work.
- GASONET emphasizes on the importance of the Health and Fitness of all staff/work force deployed at GASONET work sites. CMS Agency/Service provider shall adhere to medical check-up as per the GASONET Health check-up matrix (as applicable)
- A proper HSE orientation and training will be organized by GASONET for the CMS AGENCY workforce before the start of work; under no circumstances should the CMS AGENCY commence the work unless they have undergone the HSE training (as applicable)
- CMS AGENCY shall ensure that all their staff/work force are provided required Personal Protective Equipment (PPEs) as per GASONET PPE matrix (as applicable)
- CMS AGENCY shall ensure all required emergency arrangements like Medical treatment, FIRST AID box and Firefighting equipment (as applicable).

4. EXECUTION

- CMS AGENCY shall follow and comply with GASONET "Work Permit" system
- During work execution and activities, GASONET team will regularly monitor and evaluate the performance of the CMS AGENCY to identify the shortfalls and weaknesses and assist to improve the overall performance including QHSE performance
- We believe that everyone at GASONET, Employees, CMS Agencies, Service providers and Associates have the right to go home safely to their families.

QHSE Defaults and Penalties (As applicable)		
SN	Description	Penalty amount (will be decided by Contract Owner)
1	LTI (Loss Time Injury)	Refer penalty matrix for further

2	Non-compliance - HSE Engineer	details
3	Un authorized work	
4	Work without PTW/WA	
5	Non-compliance - Safety Training Card (STC)	
6	Non-compliance - Health Checkup	
7	Non-compliance – PPEs	

Remark: Issuance of MEMO against HSE non-compliances including above-mentioned defaults shall be decided by Contract Holder

5. EMERGENCY RESPONSE PROCEDURES-

CMS AGENCY shall be responsible for the establishment and implementation of emergency procedures related to the work. CMS AGENCY shall consult with OWNER to ensure appropriate interface with the procedures. CMS AGENCY shall submit OWNER, within 15 days from the date of commencement of contract, the details of its provisions and procedures with organogram for proposed actions in the event of:

- An incident involving serious injury or death to any member of the team.
- A major incident involving third party equipment.
- Any release of chemicals or hydrocarbons to the local environment.
- Any Natural calamities.

CMS AGENCY shall ensure competency of its personnel in its emergency response procedures through a program of drills and testing and shall submit the report to OWNER.

CMS AGENCY shall participate in an emergency response exercise, whenever required.

6. FIRE SAFETY

- CMS AGENCY must ensure the installation and maintenance of adequate equipment, material and devices for firefighting. However, periodic refilling, testing C calibration of such equipment owned by OWNER shall be carried out at his cost C risk.
- On each site, there must be sufficient fire-fighting equipment, both in the central construction site installations and on the site itself. Particularly in places, where work is being carried out with an increased fire hazard, such as welding and grinding work, cladding work or the use of inflammable products, particular attention must be given to installing fire-fighting equipment beforehand.
- All fire-fighting equipment must be in good condition and must always bear a valid inspection stamp. Any fire-fighting equipment that fails to meet these conditions must be removed immediately from the site. The approval of fire-fighting equipment is to be

renewed each year, unless otherwise indicated by the Recognized Inspection Organization.

- All fire-fighting equipment must always be located at an immediately accessible place in case of incident.
- The storage of material and equipment or the parking of vehicles or placing of installations in front of fire-fighting equipment is therefore strictly forbidden.
- All vehicles shall be fitted with an approved (and regularly serviced) fire extinguisher. Fire extinguishers are located at OWNER's strategic points. All personnel must ensure that they have access to a suitable fire extinguisher before beginning an operation. All personnel must be familiar with the use / operation of firefighting equipment. No vehicle must be allowed in vicinity of the hazardous area, and if so, suitable spark / flame arrester must be ensured. In fire-hazard areas, all detonation sources must be avoided, unless, specifically agreed by OWNER and/or its representative, the use of radios, cameras and video cameras is expressly forbidden.
- At the end of work, the site must be checked for possible fire-hazard situations.
- CMS AGENCY shall ensure that trained firefighting personnel is available at site.

7. EXCAVATION WORK

Hard barricading (protective Barricading):

- Hard Barricades shall be erected to prevent personnel, animal & equipment from inadvertently been Exposed to a hazard.
- The physical structure of metal tubes with GI sheet shall be used to prevent or restrict access to an area.
- GI sheets with metal tubes for support is mandatory. Where solid barricades are used they shall be accompanied with signs to communicate the hazard information.
- As appropriate, barricade tape shall be used to highlight the existence of the barricaded area.
- Working Pits and Trenches
- Shoring Up and Forming Banks
- Earthworks, both for raising and excavating, must be carried out in such a way that collapsing is prevented.
- The stability of the pit or trench walls should be ensured by installing a bank profile or shoring, as the excavation work demands. A construction drawing with calculations shall be submitted to the OWNER and / or its representative upon simple request.
- The condition of the walls and any shoring must be checked on a daily basis, in any case on every occasion before work activities begin in the pit or the trench.
- Suitable materials must be used for the shoring of walls with regard to both mechanical strength and resistance to seepage. The use of compressed fibre plates is strictly forbidden for the shoring of excavation walls.

- It is also strictly forbidden to use the trestles of the shoring walls for hanging or supporting equipment or material.
- Opportunities for Escape
- Any excavation of a pit or trench with a depth of more than 1.5 metres and in which work will be carried out should be provided with a sufficient number of ladders to offer the personnel working in the excavation the possibility of rapid evacuation.
- In working pits and trenches that are deeper than 4 metres, no work may be carried out without continuous supervision from outside the pit or trench. In these cases, continuous measurement of oxygen levels and harmful substances is required.

8. SITE TRAFFIC

- The traffic department shall be informed in advance in case of route diversion and permission shall be taken.
- Work shall be executed in hard-barricaded enclosed areas only.
- All vehicles shall be fitted with reverse warning alarms C flashing lights/ fog- lights and usage of seat belts shall be ensured.
- In case of an alert or emergency access routes, roads shall be kept free from any obstruction.
- Flagman shall be deployed to control traffic at project site routes/ roads/ accesses to alert reversing movement of vehicles C machinery as well as pedestrians.
- Dumpers, Trippers, etc., shall not be allowed to carry workers to C from one to other project sites.
- Hydras shall only be allowed for handling the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials.
- Mobile machinery/ equipment which do not have competent operator and / or experienced banks man/ signal man shall not be allowed to operate.
- High visibility jackets shall be provided to signaling man, banksman, person working near highway and to those involved in the night activity.

9. WORKING AT NIGHT

Under normal circumstances night work shall not be envisaged. However, in special working conditions like radiography, Open cut road crossing, main line hydrotesting, etc., night work need to be carried out. Special precautions shall be taken by the CMS AGENCY to protect workers working during the night.

- Vehicles used for the movement of workers during night working must be covered and GPS enabled.
- Proper illumination of area shall be ensured before work to be carried out during the night.
- Rechargeable safety torches shall also be made available to deal with emergency situation.

- Working area shall be hard barricaded marked with red strips.
- Flickering lights shall be made available during night work.
- Flagman with red jackets and flickering shall be available at site to divert the traffic as required.
- An HSE officer and electrician shall be made available at night during night work.
- Drinking, smoking etc., shall be prohibited at site during night work.

10. QHSE GUIDELINE (AS APPLICABLE)

- CMS AGENCY shall ensure that all staff/work force comply with the requirements of the GASONET HSE Management System, QHSE policy, standard, procedures, guideline, plan C Life Savers at work site
- CMS AGENCY shall ensure issuance of Identity Card to their team members
- CMS AGENCY shall apply and obtain Permit to work (PTW/WA) before start of the work
- CMS AGENCY shall arrange work related Personal Protective Equipment (PPEs) for their staff/work force and ensure proper use during the execution of job
- CMS AGENCY shall carry out the work within the duty hours/office hours. No Work shall be carried out without permission of GASONET's representative beyond the official duty hours unless otherwise agreed upon prior to start of work and recorded appropriately
-
- CMS AGENCY shall ensure that all tools, tackles, appliances, machines, vehicles, instruments or other equipment are Fit for Purpose and maintained safe working condition at all times and are used only by authorized and competent persons
- CMS AGENCY shall ensure that all the QHSE requirements are properly discussed for any sub-contracted activities with GASONET. No such activity shall be performed without clearance from GASONET management.
- CMS AGENCY shall ensure that all Hazards, Near miss, accident, incident, injuries are reported promptly to GASONET. Action arises due to reported Hazards, Near miss, incident investigation; audit/inspection shall be closed out as per agreed timelines with site in-charge
- CMS AGENCY shall deploy staff C work force trained, qualified and competent for the work and well aware of risks and mitigation action/s for the activities undertaken
- CMS AGENCY shall make necessary arrangements for safe custody of equipment, materials in stores/warehouse and at site
- CMS AGENCY shall ensure safe transportation, storage and handling of materials to prevent any damage which may impair safe performance of the equipment / material etc
- CMS AGENCY shall initiate immediate actions to hospitalize injured person(s)
- CMS AGENCY shall ensure an injury free, incident free workplace and protect people from harm caused by work activities

- CMS AGENCY shall ensure use of seatbelts while driving four-wheeler and use of crash helmet for Two wheeler riders during job execution
- CMS AGENCY shall take note that the use of open wires in sockets, use of wires with tape joints shall not be accepted at work site.
- CMS AGENCY shall ensure proper collection, storage and disposal of solid / liquid waste
- CMS AGENCY staff/work force shall not smoke or resort to misuse of drugs, medicines or alcohol while on duty.
- In case of any incident like fire, gas leakage etc. due to gross negligence of the CMS AGENCY'S staff/work force, GASONET reserves the right to impose penalty up to actual damage cost and or termination of work order depending upon the gravity of the situation.
- Any breach of the QHSE requirements shall be deemed by the COMPANY to be a material breach of the terms C condition of the contract. GASONET shall be entitled to take appropriate actions including instructing the CMS Agency to (a) remedy the breach; (b) suspend the work or (c) terminate the contract.

11. GENERAL SAFETY REGULATION

- CMS AGENCY shall comply with all HSE related statutory requirements including labor laws relevant to the activities. Legal compliance matrix shall be prepared by CMS AGENCY.
- In respect of all labor, directly or indirectly employed in the WORK for the performance of CMS AGENCY'S part of this agreement, the CMS AGENCY shall at his own expense arrange for all the safety provisions as per safety codes of Indian Standards Institution, The Electricity Act, the Mines Act and such other acts as applicable.
- CMS AGENCY shall maintain first aid facilities for its employees and those of its SUB-
- CMS AGENCY.
- CMS AGENCY shall adhere to safe construction practice and guard against hazards and unsafe working conditions and shall comply with GASONET/TPIA's safety HSE standards (Refer to GASONET's Life saver)
- All critical incidents shall be reported promptly to GASONET.
- CMS AGENCY shall carry out HSE Management. CMS AGENCY shall prepare the job Specific Risk Assessment after detail site survey and Mitigation Action Plan according to "Risk register". It will be approved by GASONET Project in charge. The same will be displayed on site and will be discussed in daily tool box as projects progress.
- CMS AGENCY shall depute qualified and experienced HSE engineer to undertake HSE related activities of job.
- All necessary personal safety equipment as considered adequate as per approved PPE Matrix provided by GASONET should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CMS AGENCY shall take adequate steps to ensure proper use of equipment by those concerned.

- “CMS AGENCY” shall ensure that all the near misses occurred during execution of the contract are reported time to time to GASONET. Any hazard spotted while on job shall be reported to GASONET for further mitigation.
- The “CMS AGENCY” shall ensure that all the HSE requirements are properly discussed for any sub-contracted activities with the staff employed to do the sub-contracted activity. No such activity shall be performed without clearance from GASONET Work In- Charge.
- “CMS AGENCY” shall strictly abide by the approved work permit system / Permit to Work wherever applicable and explained by the GASONET work in-charge.
- All personnel working in the project shall be trained & educated for Basic Safety awareness as per requirements of GASONET. He / She shall be well aware of risk and mitigation action/s for the activities undertaken.

12. HEALTH SAFETY & ENVIRONMENT (GENERAL)

The “CMS AGENCY” shall act as an independent “CMS AGENCY”.

Before initiating activities against the order, “CMS AGENCY” and GASONET/TPI representative should ensure following:

- The employee only belongs to the CMS AGENCY are allowed for the work at site
- All the employee of CMS AGENCY is checked for “Medically fit”.
- CMS AGENCY shall comply with all HSE life saver requirements.
- Deployed equipment, Machinery, tools & Tackles are inspected for “Fit for Use” before it sent to the site for performing the activities. Equipment “fit for use” shall be available with equipment at site and same shall be reviewed timely.
- CMS AGENCY shall prepare a separate HSE plan for execution of various activities at site. The same shall be approved by GASONET before start of work.
- Site Specific Risk Assessment is done on daily basis and in case of change in site conditions
- First aid facilities shall be maintained at each site, office, and store. Trained first aid provider shall be provided by CMS AGENCY.
- A Toolbox talk is conducted at each site / activities with all the involved to updates them on each risk with required Mitigation action.
- CMS AGENCY shall erect and maintain barricade required in connection with this operation to guard the work site as directed by GASONET.
- CMS AGENCY shall ensure proper disposal of solid / liquid waste and shall ensure to follow the legal requirements associated with waste handling and shall maintain waste disposal record. If found appropriate, these requirements shall form part of the HSE orientation discussions held before commencement of the job.
- CMS AGENCY must ensure that tools, appliances, machines, vehicles or other equipment which are going to be used for the job are periodically inspected and maintained. The CMS AGENCY shall maintain records of these inspections and modification activities.

GASNET reserves the right to verify these records and prohibit use of items not found fit for use.

- CMS AGENCY personnel shall not smoke or resort to misuse of drugs, medicines or alcohol while on duty. CMS AGENCY shall also ensure that in no case the ability of his employees to carry out their assigned duty is impaired by use of the substances mentioned herein.
- CMS AGENCY shall comply with all applicable statutory requirements.
- No child labor below 18 years of age shall be employed by the CMS AGENCY during the execution of job.
- Qualified employee If behave unsafely at site shall be disqualified for working at site
- The safe working practice Guideline for specific pipeline construction related activities is implemented during execution of projects.
- CMS AGENCY shall ensure that as a minimum, but not limited to, these guidelines shall be followed and ensured by its personnel / sub-CMS AGENCY at work site / office at all the times.

13. SAFE SYSTEMS OF WORK (GASNET LIFE SAVERS)

Safe Systems of Work provide the foundations for safety in all of our activities, it is one of the most important and critical Life saver for our business. It covers almost all operations and affects everyone at GASNET.

- No work is to proceed unless a risk assessment has been carried out.
- All persons must be trained and competent to carry out the intended task.
- Before starting work, an appropriate emergency plan must be established and tested.
- Daily site plan must be communicated to GASNET.
- Before starting work, check if permit to Work (PTW) is required.
- The PTW must have a detail scope of work, clearly identifying hazard and associated risk and control measures.
- The PTW must be issued by a competent authority.
- All relevant information should be communicated to all involved in the work through Tool Box talk before start of the work / activities.
- PPE's must be as per risk assessment and as per any additional minimum site requirements
- Before working on isolated facilities, check that all electrical, process and mechanical isolations have been completed by the appropriate authorized person.
- Change to plant and equipment or procedures must place via an approved management of change procedure.
- If not sure about the task or ability to perform safely, stop the job and discuss it with Engineer In charge.

- Ensure adequate control in handover to normal operations.

14. SAFE WORKING PRACTICE - GUIDELINES

Some of the safe working practice guidelines for specific pipeline construction related activities are given in the following sections. CMS AGENCY shall ensure that as a minimum, but not limited to, these guidelines shall be followed and ensured by its personnel / sub-CMS AGENCY at work site / office at all the times.

i. Equipment

All the equipment present on the site, regardless of its purpose, must be kept in faultless condition and be suited to the work (Fit for Purpose) to be carried out.

Activity wise critical equipment shall be identified and list) will be prepared. Identified equipment will be checked through government approved and recorded.

The equipment must be regularly checked by an authorized person and any defect in the equipment must immediately be repaired and action taken report is filled Safety devices which were originally part of the equipment must never be removed or adapted without the express approval of the owner and/or the engineer and after the submission of a clear written justification for the adjustment concerned.

The instruction for use and safety and health instruction must be made available upon simple request by the owner.

ii. Working at Height

The work to be carried out at Height is evaluated shall be considered as working at height as per GASONET approved guidelines/ procedures. The same shall have proper fall prevention systems viz. Scaffoldings, platforms etc. apart from the above all personnel shall be provided with safety harnesses as line of defense.

All scaffolds and ladders shall be inspected by Designated Competent person before allowing personnel to work at heights.

It is ensured that the persons trained in working with safety belt, fall arrestor, scaffolding are allowed to work at height

A warning tape just below the work at height is provided and warning boards are displayed to restrict entry into that protected area. This is ensured to protect the injury to the person due to fall of object or person from height.

iii. Electrical Safety on Site Inspection

every electrical installation at site, including generators, distribution cabinets, etc will be inspected on site by a Recognized inspection agency before it is brought in to service; any defect must be reported immediately.

Cables and connections

Distribution panels must remain closed at all times during use. The connection to distribution panels may only be made using approved and waterproof plugs

The electrical cables for connection to the various users of site electricity shall be in impeccable condition and shall be protected in a sufficient manner. In places where traffic must run over the connecting cables, they must be buried with a protective sleeve. The same rules are applicable for the connections of the cables. Furthermore, they must be watertight.

All connections must be at least suitable for use in humid conditions.

iv. Earthing

Both the central electrical site installation and any stand-alone generators will be fitted with proper Earthing for which the Earthing resistance will be checked before use.

Metal site shed and material containers will each be properly earthed to rule out the possibility of the structure becoming live.

The central electrical site installation will be equipped with a suitable earth switch with circuit-breaker.

v. Electrical tools

Electrical hand-tools must confirm to the stipulations of the regulations of the Country concerned, be in impeccable condition and be suitable for the work to be carried out. They must be properly earthed or double-insulated.

Welding transformer and generators must be equipped with a power limiter that will guarantee the prescribed safety current.

In closed area, tunnels, deep construction pit and damp crawling spaces, only tools with safety current may be used.

vi. Working in confined space

As far as possible it is checked whether work can be carried out from outside, to avoid the entry in confined space.

If at all work is to be carried out in confined space GASNET guidelines/procedure shall be followed. Further, prior to start of the job, the hazards shall be identified, risk assessment shall be carried out, necessary control measures / safety precautions specific to work site are finalized and methodology is worked out for safe completion of the job.

The precautions for work in confined space are mentioned in the permit which includes protection of trench, storage of excavated soil defined permit space, authorized entrants, the hazards of the permit space, elimination or control of hazards before entry to permit space, environment test, rescue and emergency arrangements, communication system, etc.

When testing for atmospheric hazards, test first for oxygen, then for Combustible gases and vapors, and then for toxic gases and vapors if applicable. Parameters for non-hazardous atmospheres shall be referred as per GASNET approved Guideline for working in confined space.

It is ensured that work at confined spaces is carried out by deputing adequate manpower; working at confined space alone is prohibited.

If gas fumes, vapors can enter the space physical isolation of the valves of gas pipelines is

ensured and in all cases check is made to ensure that isolation is perfect.

It is ensured that entrance to confined space is big enough so that the persons entering can enter / climb in or out with equipment put on like self-breathing apparatus etc at ease and entrance provide easy access Egress in an emergency.

If required, mechanical ventilation shall be arranged to ensure that fresh air is available inside.

vii. Road Safety and Driving Management

All vehicles used for transportation within GASONET sites / premises shall comply with the current RTO rules.

Seat belts shall be used by all passengers travelling by four wheelers and crash helmets shall be used for travelling by two wheelers.

viii. Loading & Unloading of Materials at site

Supervisor in charge should ensure that no one remains in a position of danger in the course of loading/unloading operation.

All lifting equipment / gears shall be inspected and tested by competent personnel as per statutory requirement and test certificate shall be available at work site. All critical safety aspects of equipment shall be checked by site supervisor before taking in use.

In no case transportation of material shall be allowed using Crane/backhoe loaders except the shifting within site if approved by the engineer in charge. The shifting within site is only permitted on approval of mitigation actions based on site specific risk assessment approved by contract holder.

The crane/backhoe loader operator shall be skilled and experienced. He must know and comply with the standard lifting hand signals and should have approved lifting plan at Site. Ensure compliance with GASONET life saver requirements.

CMS AGENCY to follow GASONET approved procedure and guidelines for lifting of material.

- CMS AGENCY to ensure that lifting equipment selected for job has sufficient lifting capacity and reach to handle the intended load.
- CMS AGENCY to use correct type of wire ropes based on usage. The wire ropes must be properly maintained to prevent ropes from snapping during operation.
- Lifting equipment shall be equipped with appropriate safety devices which will stop, prevent the equipment from entering in to an unsafe mode of operation. Proper functioning of safety devices shall be ensured and shall never be by-passed during normal operation.
- Consideration to be given for type of material, center of gravity, method of rigging, type of ground, obstacles anticipated, lighting conditions and environment conditions during planning and execution of lifting operation.
- Area affected during lifting operation shall be clearly demarked to inform and prevent persons who are not involved from entering in to the affected area.
- Every person/s shall be adequately trained and competent to carry out respective function/duty properly.

15. LIFE SAVER COMPLIANCE

Work	Life Saver Rules
Safe System of Work	Before commencement of any job, ensure that: - Hazards are identified and appropriate control measures are in place - An appropriate emergency/rescue plan is in place. - Obtain Work Permit authorization from issuing authority as applicable to the job. - Ensure that approved Work Permit mentions detailed scope of work, and must have clearly identified hazards, associated risks and necessary control measures. - Carry out Tool Box Talk(TBT). - Ensure that the job is performed by trained G competent supervisor - Ensure material, tools and equipment required for performing the job are fit for the purpose. - Prior to commencing a job on isolated facilities, get confirmed all the electrical G mechanical isolations by authorized person. - Wear appropriate Personal Protective Equipment (PPE) for the concerned job. - Provide cautionary instruction to people about exposure to hazards in vicinity of worksite. - Intervene and stop unsafe job at site. - If unsure about the job to perform safely, stop the job and discuss with supervisor/manager.
During Excavation	Follow “safe System of Work” Life Saver Rules. - Identify, locate and protect all underground utilities e.g., power cable, gas pipeline, etc. as necessary. - Use insulated crow bar/peak axe for manual excavation - Identify G mitigate the hazards as necessary e.g., contaminated soil, equipment movement, traffic etc. - Follow correct Trench protection techniques as per soil condition benching by step cutting, “V” shape slopping, Shoring Shuttering etc. - Keep excavated soil away from edge of the trench/pit. - Keep children away from pit/trench/worksites. - Display warning signs, use appropriate barricades at work area and provide easy means for getting in and out of the trench/pit. - Make provision of proper cross over on trench for pedestrian as required.
	Follow “Safe System of Work” Life Saver Rules. - Use only approved G certified working at height equipment e.g., rope access system like PETZL, scaffold, ladder, etc.

Working Height	- Give preference to safe working platform in place of rope access system or ladder wherever possible for carrying out work at height. - Always use a fall arrestor having; - Double self-locking snap hooks - Proper anchor preferably mounted overhead that limits free fall to two meters. - If using a rope access system, ensure use of fall arrest harness - Select safe routes for installation of riser & lateral - Never carry out any work at height in case of an overhead power line. - Clearly display warning signs and have the area in control below the workplace wherein “working at height” is in progress. - Stop the work in adverse weather conditions i.e., rain, heavy wind, poor work lights etc.
Confined Space	Follow “Safe System of Work” Life Saver Rules. - Ensure all isolations are in place. - Check oxygen level inside confined space and if not adequate, do not enter or be inside the confined space - Check with gas detector and ensure there is no flammable gas inside confined space - Ensure there is no chemical fume inside confined space. - Always use buddy system, ensure standby personnel is available and is always in contact with the person(s) in the confined space - Do not allow unauthorized entry inside confined space If rescue needed, - Standby personnel (buddy) to stand outside confined space and call for help of rescue team - Allow only authorized rescue team member with all necessary personnel Protective Equipment to enter inside confined space. - Ensure provision of suitable access & egress.
Electrical Work	- Ensure earthing of all electrical equipment and use of three pin plug and socket. - All electrical work to be done by certified electrical person. - Use portable electrical equipment with double insulation protection. - Verify equipment and materials being used are of rated capacity. - Ensure use of appropriate PPE's like certified insulated gloves etc. - Prohibit entry of unauthorized person inside electrical installation areas. - Do not use damaged electrical equipment.
	Follow “Safe System of Work” Life Saver Rules.

Lifting Operation	- Ensure approved lift plan is in place. - Use only correct, approved and certified lifting equipment, tools G tackles and safety devices. - Work according to a lift plan that is discussed, understood and followed by everyone involved in the job - Do not exceed safe working limit. - Ensure lifting equipment are working on stable G firm ground - Do not allow anyone under the lifted load in the lift path - Ensure operator of lifting equipment and signal man are always in contact - In case of rough weather condition, stop the lifting operation and wait till the condition is normal.
Driving	Follow “Safe System of Work” Life Saver Rules. - Always wear a seatbelt while driving/traveling in the passenger or commercial vehicle - Obey speed limits - Obey traffic rules, traffic signs and signals - Never use mobile phones or any other communication device while driving - Always wear a crash helmet while riding two-wheeler - Ensure provisions of leg guards on two wheelers - Plan your journey in advance considering routes, durations, road condition and weather condition. - Never drive or allow driving when driver is fatigued or under influence of substances like alcohol, painkillers, antihistamines, recreational drugs etc. - Avoid use of two-wheelers/three-wheelers for travel on highways/dark roads. - Ensure vehicle is fit for purpose - Ensure periodic inspection, servicing and maintenance of vehicles. - Never exceed passenger limits in vehicle nor allow unauthorized person in driver's cabin of hazardous goods vehicle.

SECTION – VII

OTHER FORMS & FORMATS

**IT IS MANDATORY TO FILL IN ALL THIS FORMS AND
UPLOAD THE SCANNED COPY OF THE SAME ON THE
GASNET Website AND ALSO SUBMIT ALONG WITH
THE HARD COPY OF THE TENDER.**

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY/ BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITION
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECKLIST
F-15	FORMAT FOR CERTIFICATE FOR BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	BIDDER'S QUERIES FOR THE PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	CONFIRMATION UNDER MSMED ACT 2006



F-1

BIDDER'S GENERAL INFORMATION

**To,
GASONET SERVICES (RJ/UK/HP) LIMITED**

Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**

TENDER NO.: GASONET/C&P-CIVIL/BOUNDARY WALL/BD202401P004

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/ Partnership Firm/ Limited/ Others If Others Specify: [Enclose certificate of Registration]
3	Name of Proprietor/ Partners/ Directors of the firm/ company	
4	Number of Years in Operation	
5	Address of Registered Office: * In the case of a Partnership firm, enclose a letter mentioning the current address of the firm and the full names and current addresses of all the firm's partners.	City: District: State: Pin/ ZIP:
6	Operational Address [if different from above]	City: District: State: PIN/ ZIP
7	Telephone Number [Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose a copy of PAN Card]
17	GST Registration No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	

		[Enclose copy of relevant document]
20	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act.	Yes/ No <i>(If the response to the above is 'Yes", Bidder is to provide Purchaser with a copy of the Entrepreneur's Memorandum (EM) filled with the authority specified by the respective State Government)</i>
21	Whether Micro/ Small/ Medium Enterprise	(Bidder to submit documents as specified by ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In the case of a Non-Corporate Entity, the bidder will submit documentary evidence for the same).

NOTE:

- 1) ANY DOCUMENTARY EVIDENCE IN SUPPORT OF ABOVE TO BE AUTHENTICATED/ ATTESTED BY NOTARY PUBLIC**
- 2) DOCUMENTARY PROOF AGAINST MSME CERTIFICATION MUST BE DULY CERTIFIED BY CHARTERED ACCOUNTANT AND NOTARY PUBLIC WITH LEGIBLE STAMP**

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,
To,
GASONET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

Dear Sir,

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

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal
to "**5% of Annualized Contract/ Purchase order value (excluding taxes & duties)** " or as
mentioned in the Tender Document for the due performance within "Thirty [30] days" of such Award.

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

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

F-3

LIST OF ENCLOSURES

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years, such as annual reports, profit and loss account, net worth, etc., along with information as sought in enclosed format F-16. (If applicable)
3. Document showing Financial Situation Information as sought in enclosed format F-16 (If applicable)
4. Copy of Bidding Documents along with addendum/ corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed following the provisions detailed in Bid Documents.
5. Documentary Evidence shows the Bidder's claim of meeting Technical Criteria as Section II mentions.
6. Bid Security / EMD
7. Tender Fee (If applicable)
8. Duly certified document from chartered engineer and or chartered accountant.

Place:
Date:

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

F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped following the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
GASONET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Following Letter Inviting Tender under your reference No _____ M/s. _____
having their Registered / Head Office at _____ (from now on called the Tenderer), wish to
participate in the said tender for _____.

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required
to be submitted by the Tenderer as a condition precedent for participation in the said tender, which
amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender
Document.

We, the _____ Bank at _____ having our Head Office
_____ (Local Address), guarantee and
undertake to pay immediately on demand without any recourse to the tenderers by Gasonet, the amount
_____ without any reservation, protest, demur and recourse. Any such demand made by
GASONET shall be conclusive and binding on us, irrespective of any dispute or difference raised by the
Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two
(02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the
same shall be extended to such required period on receiving instructions from M/s.
_____ on whose behalf this guarantee is issued.

In witness of which the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 200__ at _____

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

INSTRUCTIONS FOR FURNISHING "BID SECURITY/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per “Stamp Duty” applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In the case of a foreign Bank, the said Bank’s Guarantee is to be issued by its correspondent Bank in India on requisite non-judicial stamp paper.
2. The expiry date should be arrived at following “ITB: Clause-15.1”.
3. The Bank Guarantee by bidders will be given from the Bank as specified in “ITB”.
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at “ITB”.
5. Bidders must indicate the full postal address of the bank along with the bank’s e-mail/fax/phone number from where the earnest money bond has been issued.
6. Suppose a commercial Bank issues a Bank Guarantee. In that case, a letter to the Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent, along with documentary evidence.

.....



F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

**To,
GASONET SERVICES (RJ/UK/HP) LIMITED**

Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Irrevocable and confirmed Letter of Credit No..... Amount: Rs. _____

Validity of this Irrevocable: (In India)
Letter of Credit (2 months beyond the validity of Offer)

Dear Sir,

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

Authorized Signature

(Original Bank) Counter Signature



F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

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

Yours faithfully,

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

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and signed by a competent person with the 'Power of Attorney' to bind the Bidder. No more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.



F-6

"NO DEVIATION" CONFIRMATION

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

Dear Sir,

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

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

To be submitted on the bidder's Letter Head

F-7

**DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT
RECEIVERSHIP**

**To,
GASNET SERVICES (RJ/UK/HP) LIMITED**

Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Dear Sir,

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

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

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

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

Further, we confirm that if there is any change in the declaration's status before the contract's award, we will promptly inform GASNET.

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

To be submitted on the bidder's Letter Head

F-8

CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

To,
GASONET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Dear Sir,

Suppose we become a successful Bidder, and according to the provisions of the Bidding Documents,
an award is given to us for the tender for
“ _____ ”. In that case, the following Certificate shall be
automatically enforceable:

"We agree and acknowledge that the Employer enters into the Agreement solely on its behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights. It is expressly understood and agreed that the Employer is authorized to enter into the Agreement solely on its behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we at this moment expressly waive, release and forego any actions or claims, including cross-claims, VIP claims or counter-claims against the Government of India arising out of the Agreement and covenants not to sue the Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:
Date:

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

F-9

**PROFORMA OF "BANK GUARANTEES" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**To,
GASONET SERVICES (RJ/UK/HP) LIMITED**

Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

PERFORMANCE GUARANTEE No.:

Dear Sir(s),

M/s. _____, having
registered office at _____ (after this called the “contractor” which expression
shall, wherever the context so requires, include its successors and assignees) have been awarded the
work of _____ vide LOA/FOA No.
_____ dated _____ for **GASONET SERVICES (RJ/UK/HP)
LIMITED**, Corporate Office: 807, World Trade Tower, Sector - 16, Noida – 201301, Uttar Pradesh.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs.
_____ (Rupees _____) as full Contract
Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance
Guarantee includes a guarantee executed by Nationalized Bank, undertaking full responsibility to
indemnify GASONET SERVICES (RJ/UK/HP) LIMITED in case of default.

The said _____ has approached us, and at their
request and in consideration of the premises, we _____, having our office at
_____, have agreed to give such guarantee as from now on mentioned.

1. We _____ at this
moment undertake to give the irrevocable & unconditional guarantee to you that if M/s shall
make a default. _____ In performing any of the terms and
conditions of the tender or in payment of any money payable to GASONET, we shall, on first
demand, pay without demur, contest, protest and/ or without any recourse to the contractor to
you in such manner as you may direct the said amount of Rupees
_____ only or such portion thereof not exceeding the declared sum
as you may require from time to time.
2. You will have the full liberty, without reference to us and without affecting this guarantee, to
postpone for any time or from time to time the exercise of any of the powers and rights conferred
on you under the contract with the said _____ and to enforce or to forbear from
endorsing any powers or rights or because of time being given to the said
_____ and such postponement forbearance would not have the effect
of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____)
from us in the manner aforesaid will not be affected or suspended because the said M/s have

raised any dispute or disputes. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty concerning matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of the constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to _____ (this date should be 90 days after the expiry of the defect liability period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the warranty shall continue to be enforceable until GASONET discharges it in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in an extension of the defect liability period of the contract and the contractor fails to perform the work fully, the bank at this moment agrees further to extend this guarantee at the instance of the contractor till may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The bank also agrees that GASONET, at its option, shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or the other guarantee that GASONET may have about the supplier's/ contractor's liabilities.
7. The amount under the Bank guarantees is payable immediately without any delay by the Bank upon the written demand raised by GASONET. Any dispute arising out of or concerning the said Bank Guarantee shall be subject to the jurisdiction of courts at Ahmedabad.
8. Therefore, we, as a result of this, affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures). We undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have the power to issue this guarantee in your favour under the Memorandum and Articles of Association, and the undersigned has full authority to do so under the Power of Attorney, dated _____, granted to him by the Bank.

Yours faithfully,
Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in the name of the issuing bank. In the case of a foreign bank, the said Bank Guarantee is to be issued by its correspondent bank in India on requisite non-judicial stamp paper, and the place of Bid is to be considered **NOIDA**.
2. The Bank Guarantee by Bidders will be given from the bank as specified in the Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to the Employer.
4. If a commercial bank issues a Bank Guarantee, then a letter to the Employer and copy to the Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.



F-10

AGREED TERMS & CONDITIONS

**To,
GASNET SERVICES (RJ/UK/HP) LIMITED**

Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of the quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till the complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that the Contract Performance Bank Guarantee will be furnished as per the Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank in India and registered with the Reserve Bank of India as a scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having a net worth above Rs 100 crores, and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance with the Completion Schedule as specified in the Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of the Price Reduction Schedule for the delay in the completion schedule specified in the Bid document.	
10.	a) Confirm acceptance of all terms and conditions of the Bid Document (all sections). b) Confirm that printed terms and conditions of the bidder are not applicable.	
11.	Confirm your offer is valid for three months from the Final/ Extended due date of opening Techno-commercial Bids.	
12.	Please furnish EMD/ Bid Security details: a) EMD/ Bid Security No. & date b) Value	

GSRJL/C&P/CMS/2025-26/01

	c) Validity	
Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	Confirm acceptance of all provisions of ITB.	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and the terms & conditions mentioned elsewhere in the offer, the warranties given in this format shall prevail.	
16.	Confirm that none of the Directors of the bidder is a relative of any Director of Owner, or the bidder is a firm in which any Director of Owner/ GASONET or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	The owner reserves the right to change the terms & conditions of the RFQ/ BIDDING DOCUMENT and reject any or all bids.	
19.	Confirm that Bidder shall bear all Bank charges associated with Bidder's Bank.	
20.	Confirm that as per Clause 171 of the GST Act, the benefit due to a reduction in tax rate or input tax credit will be passed on to the consumer by way of commensurate decline in prices.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
GASONET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS
TENDER NO.: GSRJL/C&P/CMS/2025-26/01**

Dear Sir,

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

- We intend to bid as requested for the subject item/ job and furnish the following details concerning our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/ Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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



F-12

UNDERTAKING ON LETTERHEAD

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

Dear Sir,

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

Place:
Date:

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

F-13

BIDDER'S EXPERIENCE

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
 Corporate Office: 807,
 World Trade Tower
 Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
 (CMS) FOR CITY GAS DISTRIBUTION PROJECTS.**

TENDER NO.: GSRJL/C&P/CMS/2025-26/01

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

Place:
 Date:

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

F-14

CHECKLIST

Bidders are requested to fill in the checklist duly. This checklist gives only certain essential items to facilitate the bidder to make sure that they have submitted the necessary data/ information as called for in the bid document along with their offer. However, this does not relieve the bidder of his responsibilities to ensure that his offer is otherwise complete in all respects.

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

S.N.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of the offer, original bidding document including SCC, ITB, GCC, SOR drawings, appendix (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of the person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details, documentary proof required against qualification criteria, and documents establishing equipment ownership as per SCC are enclosed.		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by an authorized person(s)		
4.0	Confirm that the price part is per the Price Schedule format submitted with the Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for the last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		

SN	DESCRIPTION	CHECKLIST	YES/ NA	NO
1.	TENDER FEE	Rs. .00		
	DD	DD NO. _____ dated _____ For Rs. .00 in favour of GASNET payable at Mumbai	YES/ NA	
2.	EMD	Rs.		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for Rs. _____ In favour of GASNET , payable at Mumbai	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not an employee or a Director or not having any interest in the bidder's company/ firm) and Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/ NA	NO
2.	BID VALIDITY UP TO THREE MONTHS	ACCEPTED	YES	NO
3.	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by the Chartered Engineer and Notary Public. For instance, a Work order/ LOA must indicate the Nature of work/ service, various components/ items, period, and value. Similarly, the completion certificate/ execution certificate must reference the relevant work order, Actual value of executed work, and Actual completion date.	YES/ NA	NO
6.	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BEC			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit and Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. FY: _____ [to be reckoned from bid due date] along with the un-price bid.	YES/ NA	NO
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit and loss Statement of FY: _____ meeting the NET WORTH & Working Capital requirement.	YES	NO

6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated in BEC	Duly certified/ attested by Notary Public with legible stamp with the applicability of relevant clause of BEC	YES/ NA	NO
6iv.	Details of financial capacity of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES/ NA	NO
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, f-15) from the Bidder's bank has a net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with a legible stamp.	YES/ NA	NO
7.	Tender Document Submitted	Submitted Unedited and duly signed along with the bid document	YES	NO
8.	SOR (BLANK without price) mentioning the word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited and duly signed along with the bid document	YES	NO
9.	FORM 1 TO 19 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	YES	NO
10.	Non-submission of the attested copies, as specified above/ in the tender document of the requisite certificates/ documents, shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F – 15

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letterhead)

Date:

To,
GASNET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

Dear Sir,

This is to certify that M/s..... (Name of the bidder with address) (from now on referred to as Customer) is an existing customer of our Bank.

The Customer has informed us that they wish to bid for GASONET's RFQ/ Tender No. **GSRJL/C&P/CMS/2025-26/01** dated..... for **"Services for _____"** and as per the terms of the said RFQ/ Tender, they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)
Name of the signatory:
Designation :
Stamp :

F – 16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR
FINANCIAL CAPABILITY OF THE BIDDER**

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**

TENDER NO.: GSRJL/C&P/CMS/2025-26/01

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR THE LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets – Current liabilities)	
4. Net Worth (Paid-up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

- The financial year would be the same as generally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
- For 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 Reserve & Surplus.”
- This certificate is to be submitted on the letterhead of the Chartered Accountant.**



F – 18

BIDDER'S QUERIES FOR THE PRE-BID MEETING

To,
GASONET SERVICES (RJ/UK/HP) LIMITED
Corporate Office: 807,
World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GASONET'S REPLY
	SEC. NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER: _____



F-19

E-Banking Mandate Form

(To be issued on vendors' letterhead)

**SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES
(CMS) FOR CITY GAS DISTRIBUTION PROJECTS**

TENDER NO.: GSRJL/C&P/CMS/2025-26/01

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

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

(Signature of vendor/ customer)

BANK CERTIFICATE

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

Bank stamp

Date

[Signature of Authorized officer of Bank]

F-20

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)”

SUBJECT: HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR CITY GAS DISTRIBUTION PROJECTS

TENDER NO.: GSRJL/C&P/CMS/2025-26/01

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) apply to us and our organization falls under the definition of:
 - a. Micro Enterprise - ☐
 - b. Small Enterprise - ☐
 - c. Medium Enterprise - ☐(Please put a tick in the appropriate box.)
2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

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

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

SECTION – VIII

SCHEDULE OF RATES [SOR]



SUBJECT: CONSTRUCTION OF BOUNDARY WALL AT CHURU AND BIKANER
TENDER NO.: GSRJL/C&P/CMS/2025-26/01

SCHEDULE OF RATES

ATTACHED

Note :

The rate is to include the cost of all labour, tools, tackles, equipment, hire charges, and supply of all materials, including Loading and Unloading, etc., as per the direction of the engineer in charge. Gasnet shall pay no Extra Payment.

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL



SCHEDULE OF RATES

HIRING OF AGENCY FOR CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR CITY GAS DISTRIBUTION PROJECTS

S. No.	Description	Candidate level	Skill Type	Minimum Experience in CGD (Years count)	Calculated Base Price as per Wage Sheet (A)	Reimbursement (Telephone + Site Expenses) (B)	Travel Reimbursement (as per policy-Annexure A) (B1)	Service Charges @ ____% on Base Price (to be quoted by Bidders) (C= A* ____%)	Grand Total (D = A+B+C) - Monthly Cost to Company	Total Manpower Required (Nos.) - E	Total Monthly Cost including GST@18%	Total Contract Cost for a period of 2 Years
1	Project Manager	Manager	Highly Skilled	10	60000	5000			65000	1	76700	1840800
2	Engineering Manager	Manager	Highly Skilled	10	60000	5000			65000	1	76700	1840800
3	Resident Construction Manager (RCM)	Manager	Highly Skilled	8	60000	5000			65000	5	383500	9204000
4	Senior Engineer	Senior Engineer	Potential skilled	6	40000	4000			44000	1	51920	1246080
5	Planning Engineer	Engineer / Executive	Highly Skilled	5	35000	4000			39000	1	46020	1104480
6	Stee/CNG/LNGI Engineer	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
7	O&M Engineer	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
8	Marketing Executive	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
9	Safety Engineer	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
10	MDPE & LMC Engineer	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
11	F&A Executive	Engineer / Executive	Highly Skilled	5	35000	4000			39000	4	184080	4417920
12	C&P Executive	Engineer / Executive	Highly Skilled	5	35000	4000			39000	1	46020	1104480
13	Data Entry / Customer Care/Billing	Executive	Skilled	4	30000	4000			34000	4	160480	3851520
14	HR & Admin Executive	Executive	Skilled	4	30000	4000			34000	4	160480	3851520
15	Draftsman	Executive	Skilled	4	30000	4000			34000	1	40120	962880
GRAND TOTAL (INR)										43	2146420	51514080

Note:

1. Base price is firm and fixed for each level of employee.
2. Bidder to quote for Service Charge in percentage for each line item.
3. Service charge shall be applicable on the base price only.
4. Cap for Service Charge is 12%.
5. Reimbursement for Telephoen & Site Expenses shall be on actual basis with the ceiling in the coloum (B).
6. No service charge shall be applicable on Reimbursements.
7. Sample for PMC Salary slip is attached as Annexure-B is indicative. However, service provider is free to make their own salary slip.
8. Separate SOR will be issued for separate company.

Travel Policy for Outsourced / PMC Employees

1. Objective:

To define the entitlements related to business travel for outsourced employees, ensuring cost-efficiency while maintaining comfort and safety during travel assignments.

2. City Classification:

Type of city	City Name
A	Delhi, Mumbai, Chennai, Kolkata, Bengaluru, Pune, Ahmedabad
B	Nagpur, Aurangabad, Kolhapur, Vijayawada, Vizag, Bilaspur, Ambi Kapur, Belgaum, Mysore, Varanasi, Indore, Goa and All State Capitals & UT
C	Other Cities (Except mentioned in A & B Class Cities)

- **Group A (Metro Cities):** Delhi NCR, Mumbai, Bengaluru, Hyderabad, Chennai, Kolkata
 - **Group B (Tier-1 Cities):** Pune, Ahmedabad, Jaipur, Chandigarh, Lucknow, Bhopal
 - **Group C (Tier-2 & Others):** All other towns and cities not listed above
- All Gasonet Locations are within Group C City (Tier -2 cities)**

3. Mode of Travel-

Train / Volvo / Cab:

Bills to be produced and reimbursed if the booking is done by an employee. In case the admin is booking for the employee, then also the employee must retain the original ticket and submit it during the reimbursement process, as support for evidence of travel to a place.

4. Employee Category –

Grades	Employee Category
E1	Project / Engineering Manager
E2	Resident Construction Manager (RCM)
E3	Sr. Engineer
E4	Engineers/Executives
E5	Staffs

5. Travel Expenses Limits: Travelling from one city/State to another City/State- Boarding & Lodging Expenses

Employee Grade	Mode of travel	Lodging & Boarding Expense			Food / Meals Expense		
		A	B	C	A	B	C
E-1	Air Travel / 2nd AC Train	3000	2500	2000	750	500	400
E-2	2nd AC Train	3000	2500	2000	750	500	400
E-3	3rd AC Train / Volvo AC Bus	2500	2000	1500	750	500	400
E-4	3rd AC Train / Volvo AC Bus	2500	2000	1500	750	500	400
E-5	SL Train / non-AC bus	2000	1500	1000	750	500	400

Note: Employees are encouraged to stay at company-empaneled or pre-approved hotels wherever possible. Actuals will be reimbursed up to the ceiling limit upon submission of bills.

6. Food during local travel

Type of City	Meal Charges
A	At actuals up to ₹ 250 per meal
B	At actuals up to ₹ 200 per meal
C	At actuals up to ₹ 150 per meal

7. General Guidelines:

- Prior travel approval must be obtained from the reporting manager or GA - Head.
- All claims must be submitted within 7 working days post-travel with original bills.

CTC Break-up Gasonet Services Ltd.			
Employee Name	xxxxxx		
Designation	PMC/ RCM		
Location	GA		
Net Pay Annexure			
Descriptions	Earnings Amount	Deductions	Amount
Basic Salary	27,928	Professional Tax	-
House Rent Allowance	13,964	Total Contribution to EPF	1,800
Special Allowance	13,964	Total Contribution to ESIC	-
Total Earnings	55,857	Total Deductions	1,800
		54,057	
Cost to Company (CTC) Annexure			
Descriptions	Amount Per Month	Amount Per Annum	
Basic Salary	27,928	335,140	
House Rent Allowance	13,964	167,570	
Special Allowance	13,964	167,570	
Total Contribution to EPF	1,800	21,600	
Total Contribution to ESIC	-	-	
*Medical Insurance Amount	1,000	12,000	
** Gratuity	1,343	16,120.23	
Total CTC	60,000	720,000	

* Medical Insurance as per company policy and insurance health fitness norms

** Gratuity as per payment of Gratuity Act 1972