



GASNET SERVICES (RJ) (HP) & (UK) LIMITED

**Corporate Office: 807, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh
CIN: U40100MH2022PLC384233**

RFQ NO: GASNET/C&P/PNG/MLC PIPE/2025-2026/011

RFQ DOCUMENT

FOR

**PROCUREMENT OF THE MLC PIPE FOR RAJASTHAN GA,
HIMACHAL PRADESH GA & UTTRAKHAND (UK-E & UK-W)
GA**

RFQ/TENDER SUBMISSION DATE	:	16/02/2026 UPTO 1500 Hrs.
TENDER OPENING DATE (Unpriced Bid Opening)	:	16/02/2026 AT 1600 Hrs.
Tender Fees	:	NA
EMD for RJ GA		Rs- 3.62 Lakh
EMD for HP GA		Rs- 1.30 Lakh
EMD for UK-E GA		Rs- 1.4 Lakh
EMD for UK-W GA		Rs- 1.18 Lakh

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

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SECTION – I
INVITATION FOR BIDS [IFB]



SECTION – I

INVITATION FOR BID [IFB]

TO:

DATE: 07/02/2026

PROSPECTIVE BIDDERS

SUBJECT: PROCUREMENT OF MLC PIPE FOR RJ, HP & UK GA

RFQ NO.: GASONET/C&P/GSL/PNG/MLC PIPE/2025-2026/011

Dear Sir/ Madam,

1.0 INTRODUCTION

The consortium of Dinesh Engineers Ltd., Resonance Energy Pvt. Ltd., and Tolani Projects Pvt. Ltd. has been authorized by PNGRB in the 11th round of bidding for four Geographical Areas (GAs):

1. Mandi, Kullu, Kinnaur, and Lahaul & Spiti districts in the state of Himachal Pradesh.
2. Bikaner & Churu districts in the state of Rajasthan.
3. Pauri Garhwal, Uttarkashi, Rudraprayag, Tehri Garhwal districts in the state of Uttarakhand.
4. Pithoragarh, Almora, Champawat, Chamoli, and Bageshwar districts in the state of Uttarakhand.

The consortium has established three companies: Gasonet Services (HP) Ltd., Gasonet Services (RJ) Ltd., and Gasonet Services (UK) Ltd. The GAs of one and two above have been transferred to Gasonet Services (HP) Ltd. and Gasonet Services (RJ) Ltd., respectively. The GAs of three and four above have been transferred to Gasonet Services (UK) Ltd.

All these companies are engaged in city gas distribution to supply natural gas for domestic, automobile, industrial, and commercial purposes.

They have a corporate office at 807, World Trade, Sector 16, Noida-201301. The corporate is managed by Gasonet Services Ltd (GSL)

- 1.0 GSL 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 CONTRACT.	PROCUREMENT OF THE MLC PIPE FOR RAJASTHAN GA, HIMACHAL PRADESH GA & UTTRAKHAND (UK-E & UK-W) GA
(B)	TENDER NO.	RFQ NO: GASONET/C&P/GSL/PNG/MLC PIPE/2025-2026/011
(C)	TYPE OF BIDDING SYSTEM	Open Tender

(D)	CONTRACT PERIOD/COMPLETION PERIOD	1 YEARS ARC /AS PER SOW
(E)	TENDER FEE	Not Applicable
(H)	DUE DATE AND TIME OF BID SUBMISSION	16/02/2026 UPTO 1500 Hrs
(I)	TENDER OPENING DATE (UNPRICED BID OPENING)	16/02/2026 AT 1600 Hrs
(J)	VALIDITY OF OFFER UPTO	90 Days from the Due Date Bid Submission
(K)	Bank Details for CPBG	<p>1. <u>EMD and CPBG for Rajasthan GA</u> Name of Bank: HDFC Bank A/C No.: 50200070182067 IFSC: HDFC0000258</p> <p>2. <u>EMD and CPBG for HP GA</u> Name of Bank: HDFC Bank A/C No.: 57500000994292 IFSC: HDFC0001223</p> <p>3. <u>EMD and CPBG for UK GA</u> Name of Bank: HDFC Bank A/C No.: 50200070182067 IFSC: HDFC0001223</p>

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.
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 and raise all the techno-commercial queries (if any) by before the pre-bid meeting, i.e. **09/01/2026**, through mail to alok.thakur@gasonet.in, kk.gupta@gasonet.in, dipesh.negi@gasonet.in / vineeta.pandey@gasonet.in



10. For participation, contact Senior Executive [C&P], E-mail ID: vineeta.pandey@gasonet.in

THIS IS NOT AN ORDER

For & on behalf of
Gasonet Services (RJ)/(HP) & (UK) Limited

[KK Gupta]
Head C&P

SECTION – II

METHODOLOGY FOR AWARD OF CONTRACT AND EVALUATION AND COMPARISON OF BIDS & INSTRUCTIONS TO BIDDERS [ITB]

1. BIDDER'S ELIGIBILITY CRITERIA [BEC]

BIDDER ELIGIBILITY CRITERIA (BEC)

- **Bidder's Qualification** The bidder must be a **Manufacturer** of Multi-Layer Composite (MLC) pipes or their **Sole Selling Agent(s)/ Authorized Distributor(s)/ Dealer(s)**, or **Supply House(s)**. The MLC pipes offered must be specifically certified and suitable for **Gas Applications** within a City Gas Distribution (CGD) network.
- **Technical Experience (Supply Records)** The bidder must have successfully supplied MLC pipes under a **single order** within the last five (05) years, ending on the day prior to the bid due date. The minimum required supply quantity in a single order for qualify for all GA shall be as follows:

Sr. No.	NB Size (Inch)	Min Single Order Qty.
1.	MLC Pipe 16mm	31,000 Meters

Note on Ongoing Contracts: For bidders currently executing a **Annual Rate Contract (ARC)** of a similar nature, the executed quantity achieved up to one day prior to the bid submission deadline will be considered. To qualify, the bidder must submit a **Satisfactory Supply Execution Certificate** duly issued by the End User/ Owner, or an Authorized Consultant.

BEC- Financial:

1. **Annual Turnover**

- a) 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 per the table below.

Group	Location/GA	Minimum annual Turn Over (Rs.)
Group A	RJ GA	₹ 65.27 Lac
Group B	UK-W GA	₹ 14.98 Lac
Group C	UK-E GA	₹ 12.84 Lac
Group D	HP	₹ 16.48 Lac

2. Working Capital

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

Group	Location/GA	Minimum Working Capital (Rs.)
Group A	RJ GA	₹ 16.31 Lac
Group B	UK-W GA	₹ 3.75 Lac
Group C	UK-E GA	₹ 3.21 Lac
Group D	HP	₹ 4.12 Lac

3. Net worth:

The net worth of the Bidder should be positive as per the last financial statement audited.

Note: If a bidder submits quotes for more than one group, the above financial criteria shall be on a cumulative basis.

If the bidder fails to provide the requisite documents, Gasonet reserves the right to reject the Bid.

METHODOLOGY FOR EVALUATION AND COMPARISON OF PRICE BIDS:

- a) Evaluation, Comparison and Award shall be done on itemwise lowest quote basis considered as L1
- b) In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having the higher/ highest turnover in the last audited financial year.
- c) Gasonet reserve the right to award the contract by splitting in the ratio of 60:40% of two vendors after matching the L-1 rates. (60 % to the L-1 and remaining 40% to the L-2 after matching the L-1 rates).

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.

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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 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, 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 FOR THIS INSTANT TENDER]**

3.1 Bids from consortium/ JV of two or more members are 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.~~

5.2.4 NON-TRANSFERABILITY OF THE BID DOCUMENTS- Bid document is non-transferable.

6 SITE VISIT -

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.

6.4 Bidder can jointly visit site with representative of GSL.

GA	GA Head/Project Head	Contact Details
UK - East	Mr. Neeraj Joshi	neeraj.joshi@gasonet.in +91-9821094123
UK – West	Mr. Adarsh Singh	adarsh.singh@gasonet.in +91-8602828995
Rajasthan	Mr. GP Barua	ganga.barua@gasonet.in +91-9981529155
Himachal Pradesh	Mr. Alakh Tiwari	alakh.tiwari@gasonet.in 91-8923198035

[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 (Tweleve) 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	deepak.agarwal@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 Senior Executive (C&P)	Vineeta.pandey@gasonet.in
d	The last three Characters of the password shall remain with bidder	With Bidder itself.

- 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.

- vi) 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 be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included 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



GASNET 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 GASNET.

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 GASNET 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 **GASNET SERVICES (RJ) LIMITED / GASNET SERVICES (HP) LIMITED/ GASNET SERVICES (UK) 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 GASNET against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture under "ITB: Clause-16.7"

16.3 GASNET 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 GASNET 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/LOA/WO]",
 - (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.

ID1 – 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

GASONET WILL OPEN BID AFTER THE DUE DATE & TIME WITHOUT ANY PRIOR NOTICE TO ANY BIDDER.

PRICE BIDS OF SUCCESSFUL BIDDERS WILL BE OPENED 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 7.0 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 PURCHASE PREFERENCE [NOT APPLICABLE]

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



[F] – AWARD OF CONTRACT

35 **AWARD**

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 21 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) ~~In Tender, participating Micro and Small Enterprises quoting prices within a price band of L1 +15% shall also be allowed to supply a portion of the requirement by bringing their prices to L1 price in a situation where the L1 price is from someone other than micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In the case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). Further, out of the above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for women owned MSEs within the 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. (Same is not applicable)~~

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

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

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

- a) ~~In the case of proprietary MSE, the Proprietor(s) shall be SC/ST.~~
- b) ~~In the case of partnership MSE, the SC/ST partners shall hold at least 51% share in the unit.~~
- c) ~~In the case of private Limited Companies, at least 51% of the share is held by SC/ST. The bidder shall furnish appropriate documentary evidence if SC/ST entrepreneurs own the MSE.~~

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

- d) ~~In the case of proprietary MSE, the Proprietor(s) shall be Women.~~

~~40.3 In case the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:~~

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

~~Accordingly, Micro and Small Enterprises (MSEs) must submit a Udyam Registration Certificate to avail of benefits under the Public Procurement Policy for MSEs 2012.~~

~~An enterprise registered before 30.06.2020 and not re-registered with Udyam Registration shall remain valid for up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP 2012.~~

- b) ~~If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence.~~



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.

~~Suppose the bidder does not provide the above confirmation, appropriate document, or evidence. In that case, it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.~~

~~40.4 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, to create a proper database of MSEs which are making supplies to CPSUs.~~

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

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.....

EIC

Job/ Supply of.....

- (b) Address: Address and other details shall be mentioned in the Work Order itself.

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 shall be made available on the GASONET website only in the case of an open tender. However, no tender document or bid shall be considered from bidders who, as on the due date of submission of the bid, are placed on 'Holiday' by GASONET or by any Public Sector Project Management Consultant (such as EIL, MECON, Resonance, etc.) solely on account of **poor performance** or **corrupt and fraudulent practices**, or are banned/blacklisted by any Government Department or Public Sector Undertaking. Bids submitted by such bidders shall not be considered for opening, evaluation, or award and shall be returned unopened to the concerned bidder.

The above shall be without prejudice to any other rights available to GASONET under the tender conditions or applicable laws.

49 QUANTITY VARIATION

49.1 The Purchaser reserves the right to vary the quantity of 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.

54. INTERPRETATION OF DOCUMENTS: In case of contradiction between Indian Standard, General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Rates, the following shall prevail in order of precedence:

- i. Letter of Intent / Fax of Acceptance
- ii PO/WO
- iii. Schedule of Rates, Scope of Work as enclosures to letter of acceptance
- iv. Job Specifications & Drawings
- v. Technical / Material Specifications
- vi. Special Conditions of Contract
- vii. General Conditions of Contract
- viii. Indian Standards
- ix. Other Applicable Standards

55. GENERAL

55.1 Gasonet reserves the right to place the order for part quantity.

55.2 Gasonet reserves the right to split the total scope of work among more than one bidder.

55.3 Gasonet reserves the right to increase or decrease the scope of work of bidders before or after award of work.

55.4 Gasonet reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

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 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.3.2.2 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.
 - 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.

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**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>
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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

SECTION – III

GENERAL CONDITIONS OF CONTRACT [GCC]

(ATTACHED AS A SEPARATE FILE)

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.

SECTION – IV
TECHNICAL SPECIFICATION/SOW
(MLC PIPE)

SPECIAL CONDITIONS OF THE CONTRACT

1. MLC Pipe Specification

This specification is to establish minimum requirements to manufacture and supply of Multi-Layer Composite (MLC) Pipe used for supply of natural gas.

2. Scope of Work

The scope will include manufacture/ supply, inspection/ testing/ marking/ packaging/ handling and dispatch of MLC pipe, as indicated in the Schedule of Rates, meeting all the requirements as laid down in manufacturing standard ISO 17484-1 (latest edition).

2.1 All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

3. Definitions

Owner	Shall mean Gasonet
Manufacturer	Means the Manufacturer of the MLC pipe
SS	Means the present <<Standard Specification>> and all its appendix, if any.
Third Party Inspection Agency	Means the Inspection Agency to be Approved by Gasonet & appointed by vendor.

4. Material Specification for MLC Pipe

4.1 General

Materials intended for the stress-bearing layers and inner layers shall conform to the material requirements of the reference product standard(s) specified in Annex A of ISO 17484-1. The pipe manufacturer shall declare the reference material standard applicable to his product, as listed in Annex A of ISO 17484-1.

Adhesives are not considered as stress-bearing layers.

4.2 Metallic materials

Aluminum materials used shall be in accordance with EN 573-3.

4.3 Color of pipes

The outer layer of pipes shall be yellow.

4.4 Material Properties

- **Long-term pressure strength**

The test shall be carried out in accordance with clause 5.4.1 of the ISO 17484-1.

- **Strength of the joint line of M-pipe**

When the outside diameter of the pipe is increased by 10 %, no failures relative to the joint line of the metal layer shall occur. The test shall be carried out in accordance with Annex B of ISO 17484-1.

- **Resistance to slow crack growth of the outer layer (cone test) for M-pipes**

When tested in accordance with ISO 13480, the crack growth rate of the outer layer shall be less than 10 mm/day. The test shall be carried out on pipe produced from material used for the outer layer. This test shall be performed as per EN331 (latest edition).

- **Physical properties**

Pipes shall fulfil the requirements for physical properties as given in the table below.

Characteristic	Requirements	Tests		
		Parameter	Value	Reference
Resistance to gas constituents	≥ 20 h No delamination	Conditioning	1 500 h/(23 ± 2) °C	Annex C of ISO 17484-1
		Temperature	80 °C	
		Pressure	0.4 pD	
	No delamination	Conditioning	1 500 h/ (23 ± 2) °C	
		Temperature	(23 ± 2) °C	
Cone test	10 % expansion			
Thermal durability of the outer layer of M-pipes	No visual cracks in outer layer	PE or PE-X		Annex D of ISO 17484-1
		At 100° or	0.5 year	
		at 110°C	0.25 year	
		Strain	3 %	
Oxidation induction time (OIT)	≥ 20 min	Temperature	(200 ± 2) °Ca	ISO 11357-6
Delamination: P-pipes	No cracks or delamination	Expansion	10 % (by cone with 15° angle)	Annex B of ISO 17484-1
		Temperature	(23 ± 2) °C	
Delamination: M-pipes	Peel strength ≥ 15 N/ cm	Temperature	(23 ± 2)°C	Annex E of ISO 17484-1
		Cycling test	(-20 ± 2) °C/ (+60 ± 2) °C	
		Number of cycles	10	
Odorant permeability	No perception of THT smell by experienced observer	Odorant Exposure time Temperature	THT 60 days (23 ± 2) °C	Annex F of ISO 17484-1

a Test may be carried out at 210 °C providing that there is clear correlation with the results at (200 ± 2) °C. In case of dispute, the reference temperature shall be (200 ± 2) °C.

5. Fittings

- **General**

Fittings shall comply with the requirements of clause 6 of ISO 17484-1.

The reference in ISO 17484-1 clause 6 to ISO 10838 (all parts) and ISO 14531-3 should be replaced by ISO 17885, Plastic piping systems – Mechanical fittings for pressure piping systems – Specification, except clause 9.3, Fitting assemblies.

- **Construction**

The fittings for multilayer pipes shall be able to make a mechanical connection with the multilayer pipe by pressing or clamping.

- **Fitness for purpose**

Fittings shall comply with the requirements given in Table 3 of ISO 17484-1.

6. MARKINGS

Marking Legend shall be repeated at intervals of 1M and should be of different color from that of external pipe surface & shall include:

- Manufacturer’s name or trade mark.
- Owner’s name as Gasonet to be marked on each pipe
- Design pressure (Pd) in Bar(g).
- Material designation: Layer construction and type of material required; description from outside to inside e.g. PEX-Al-PEX or PE80-PEX.
- Standard reference number “ISO 17484”

7. PACKAGING

MLC pipe	200 meters coil	Wrapping with polythene & Gunny sheet & tied with plastic strips
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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

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

2.0 PRICE BASIS

Price is based on unit rates, which shall remain firm till the execution of the complete order and shall not be subjected to any increase or escalation whatsoever unless otherwise stated specifically in the tender.

Unit Rate is based FOT site basis, including GST and Freight Charges, Packing & Forwarding Charges and Loading and Unloading Charges, Transit Insurance and TPIA Charges.

3.0 TERMS OF PAYMENT

100 % payment within 30 Days of raising the invoice for the supplied material along with all taxes & charges will be paid on submission of following documents:

Invoice in compliance with GST law in force and Purchase Order No.

Test Certificates from Govt. Authorized Lab

Inspection release note/ Third Party Inspection (TPI) Clearance certificate

Copy of ARC/ Purchase Order

Original GR/LR

Packaging List

Warrantee/ Guarantee Certificate

4.0 CONTRACT & DELIVERY PERIOD

The contract shall be valid for a period of **12 Months** and the Delivery period for any of the Part Order of the ARC shall be **30 Days** from the date of award of Purchase Order.

Tentative Quantity:

GA	Item	Req.	Feb 2026	May 2026	Aug 2026	Sep 2026	Dec 2026
RJ GA 11.42	MLC	2,77,000	33,000	61,000	61,000	61,000	61,000
	Composite Clamp	2,77,000	33,000	61,000	61,000	61,000	61,000
UKW GA 11.64	MLC	62,600	6,600	14,000	14,000	14,000	14,000
	Composite Clamp	62,600	6,600	14,000	14,000	14,000	14,000
UKE GA 11.65	MLC	55,000	7,000	12,000	12,000	12,000	12,000
	Composite Clamp	55,000	7,000	12,000	12,000	12,000	12,000
HP GA 11.16	MLC	68,600	7,000	15,400	15,400	15,400	15,400
	Composite Clamp	68,600	7,000	15,400	15,400	15,400	15,400

MLC Pipes: Above mentioned quantity is in Meters and Composite Clamp in Numbers.

Geographic Area (GA)	Item Name	Total Connections (FY 26-27)	Feb 2026	May 2026	Aug 2026	Sep 2026	Dec2026
RJ GA - 11.42	Brass Fitting Female Union (Gas Meter Outlet) (16 mm x 3/4")	55,400	5,500	12,475	12,475	12,475	12,475
	Brass Fitting Male Union (Appliance Valve Connection) (16 mm x 1/2")	55,400	5,500	12,475	12,475	12,475	12,475
UKW GA - 11.64	Brass Fitting Female Union (Gas Meter Outlet) (16 mm x 3/4")	12,500	1,000	2,875	2,875	2,875	2,875
	Brass Fitting Male Union (Appliance Valve Connection) (16 mm x 1/2")	12,500	1,000	2,875	2,875	2,875	2,875
UKE GA - 11.65	Brass Fitting Female Union (Gas Meter Outlet) (16 mm x 3/4")	11,000	1,000	2,500	2,500	2,500	2,500
	Brass Fitting Male Union (Appliance Valve Connection) (16 mm x 1/2")	11,000	1,000	2,500	2,500	2,500	2,500
HP GA - 11.16	Brass Fitting Female Union (Gas Meter Outlet) (16 mm x 3/4")	13,700	1,700	3,000	3,000	3,000	3,000
	Brass Fitting Male Union (Appliance Valve Connection) (16 mm x 1/2")	13,700	1,700	3,000	3,000	3,000	3,000

5.0 DELIVERY TERMS

Material to be delivered to the following Address
Rajasthan GA: Bikaner
Uttarakhand GA: Tanakpur
Himachal Pradesh GA: Sundernagar
or any other location within GA as per instruction of Gasonet

6.0 GUARANTEE / WARRANTY

12 Months from date of Commissioning of the equipment or 18 Months from the date of supply whichever is earlier. The seller is notified thereof, seller shall, at his own expense and promptly as possible, make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil foregoing guarantees.

7.0 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

Successful bidders should have to submit CPBG within 30 Days of receipt of Purchase Order.

The Security Deposit shall be for an amount equal to **03 % of the Annualized Contract Value exclusive of taxes.**

Gasonet shall not be liable to pay any bank charges, commission or interest on the same. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth more than 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.

For CPBG purposes, total order/ individual release order value, as stated above, shall be exclusive of GST. The Performance Guarantee shall be valid for the duration of 90 days beyond the Warranty/ Guarantee period or DLP period.

8.0 PRICE REDUCTION SCHEDULE

PRS @ 0.5% per complete week of delay or part thereof subject to the maximum @ 5% of total order value excluding taxes & duties. Date of receipt of goods shall be treated as date of delivery of the material.

9.0 INSURANCE

The responsibility to always maintain adequate insurance coverage during the period of contract till completion of installation, testing and commission including PG Tests shall be that of Supplier in line with the tender documents.

The Transit Insurance shall be arranged by the supplier failing to which the supplier shall be fully responsible for transit damage, if any.

10.0 DELIVERY AND DOCUMENTS

Upon delivery of the Goods to the transporters/ carriers, the Supplier shall notify the Purchaser/ Consultant and fax/ mail the following documents to the Purchaser/ Consultant:

- LR or GR



- Packing List showing weight and dimension of each package
- Manufacturer's factory inspection complying the technical specification as per tender
- Inspection release note issued by Purchaser/ Consultant/ TPIA
- Cargo Insurance
- Dispatch clearance issued by Purchaser/ Consultant
- Likely date of arrival.
- Invoice

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

Final original documents for release of payment shall be submitted at Gasonet Corporate office and transport copy shall be submitted at the time of delivery at Gasonet designated store

SECTION – VI

OTHER FORMS & FORMATS

**IT IS MANDATORY TO FILL IN ALL THIS
FORMS AND SUBMIT THROUGH EMAIL**



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-3	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-4	NO DEVIATION CONFIRMATION
F-5	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER



F-1

BIDDER'S GENERAL INFORMATION

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

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

**SUBJECT: PROCUREMENT OF MLC PIPE FOR RJ/HP/UK GA
TENDER NO.: GASONET/C&P/PNG/MLC PIPE /2025-26/011**

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

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

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

**SUBJECT: PROCUREMENT OF MLC PIPE FOR RJ/HP/UK GA
TENDER NO.: GASONET/C&P/PNG/MLC PIPE /2025-26/011**

Dear Sir,

We now confirm that we are not 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 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 GASONET 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 GASONET 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 GASONET.

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

To be submitted on the bidder’s Letter Head



F-3

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
GASONET SERVICES (RJ)(HP) (UK) 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) 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) 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 30 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 Delhi.
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-4

"NO DEVIATION" CONFIRMATION

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

SUBJECT: PROCUREMENT OF MLC PIPE FOR RJ/HP/UK GA
TENDER NO.: GASONET/C&P/PNG/MLC PIPE /2025-26/011

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 – 5

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

**SUBJECT: PROCUREMENT OF MLC PIPE FOR RJ/HP/UK GA
TENDER NO.: GASONET/C&P/PNG/MLC PIPE /2025-26/011**

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.**

