GASONET SERVICES (HP) LIMITED

Corporate Office: Unit No. 1019–1020, 10th Floor
World Trade Tower, C-1, Sector 16
Noida – 201301, Uttar Pradesh, India
CIN: U40100MH2022PLC384233

TENDER NO: GASONT/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

TENDER DOCUMENT

FOR

ANNUAL RATE CONTRACT FOR HIRING HCV/MCV/LCV FOR

CNG TRANSPORTATION IN HIMACHAL PRADESH GA

TENDER SUBMISSION DATE	**:**	**27/11/2026 UP TO 1500 Hrs.**
TENDER OPENING DATE (Unpriced Bid Opening)	**:**	**27/11/2026 AT 1600 Hrs.**
PRE-BID MEETING DATE	**:**	**23/11/2026 AT 15:30 Hrs. (Online mode Meeting Link)**
Tender Fees	**:**	**NA**
Earnest Money Deposit	**:**	**NA**

IMPORTANT INSTRUCTION

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

"INCOMPLETE AND CONDITIONAL BIDS SHALL NOT BE CONSIDERED"

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

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

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

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

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

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

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SECTION – I

INVITATION FOR BIDS [IFB]

SECTION – I

INVITATION FOR BID [IFB]

TO, **DATE: 19/11/2026**
PROSPECTIVE BIDDERS

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA

TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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 (UK) Ltd., and Gasonet Services (UK) Ltd. The GAs of one and two above have been transferred to Gasonet Services (HP) Ltd. and Gasonet Services (UK) 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 1019-1020, 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.	**ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA**
(B)	TENDER NO.	**GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36**
(C)	TYPE OF BIDDING SYSTEM	**OPEN DOMESTIC COMPETITIVE BIDDING**
(D)	CONTRACT PERIOD/COMPLETION PERIOD	**The contract period will be 3 years; however, the validity of contract shall be 61 months (12 months validity for issuance of Call-Up WOs/Intimation + 48 months for running each deployed vehicle from the date deployment + 1 month for delivery of last intimated vehicle on last day of**

		period for vehicle intimation). The Mobilization period shall be 15 days from the date of intimation for deployment of MCV/HCV/LCVs. **(A** provision for extension of deployed vehicle may be extended up to **two (02) additional years** at the Company's discretion on same rates, T&C as stipulated in the tender. **Against the contract, Intimation/ Call-Up work orders shall be issued for deployment of MCVs. Bidders may be required to deploy the MCV in a phased manner. Validity for "issuance of Intimation/Call-Up WOs" shall be 1 years from the date of award of contract/ LOA**

(E)	TENDER FEE	**Not Applicable**
(F)	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	**Not Applicable**
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	**23/11/2026 AT 03:30 Hrs, through Teams meeting-** **Link below :** **Microsoft Teams meeting Join:** **https://teams.microsoft.com/meet/420547573457298?p=g7aFR0w2eqcBCPrXlw** **Meeting ID: 420 547 573 457 298** **Passcode: g69MQ984**
(H)	DUE DATE AND TIME OF BID SUBMISSION	**27/11/2026 UP TO 1500 Hrs**
(I)	TENDER OPENING DATE (UNPRICED BID OPENING)	**27/11/2026 AT 1600 Hrs**
(J)	VALIDITY OF OFFER UP TO	**90 Days from the Due Date of Bid Submission**
(K)	Bank Details for EMD / CPBG	**The contractor shall submit a CPBG against each Work Order.**
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) before the pre-bid meeting, **i.e. 21/11/2026**, through mail to alok.thakur@gasonet.in, kk.gupta@gasonet.in, / vineeta.pandey@gasonet.in

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

THIS IS NOT AN ORDER

For & on behalf of
Gasonet Services (HP) Limited

[KK Gupta]
Head C&P

SECTION – II

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

SECTION – II

1. BIDDER'S ELIGIBILITY CRITERIA [BEC]

- **BIDDER ELIGIBILITY CRITERIA (BEC) -**

Technical BEC Criteria

A. Relevant Work Experience

The bidder must have successfully executed at least one single order /two order as per details given below of the minimum value specified below, for providing services through LCV/MCV/HCV vehicles for transportation of inflammable materials such as CNG/LPG/Petroleum Products, for any Indian CGD Company/Petroleum & Gas Sector PSU/Private Limited Company within the preceding seven (07) years from the bid due date.

BEC is as under:

Sr. No.	Entity	Districts	Single work order of similar works of minimum value of Rs. (Incl GST)	OR	Two work orders of similar works of minimum value of Rs. (Incl GST)
1	HP	Mandi, Kullu, Kinnaur and Lahaul & Spiti	₹1.43 Cr		₹0.86 Cr

B. Vehicle Ownership Criteria

The bidder must own at least five (05) LCVs/MCVs/HCVs as on the bid submission due date for the respective region(s)/GA

The vehicles must be registered:

- In the name of the firm/bidder in case of Proprietorship/Partnership concerns.
- In the name of the company in case of bidders other than Proprietorship/Partnership concerns.

C. Statutory Registration

The bidder must be a registered entity under the Carriage by Road Act, 2007.

D. Documents Required for Technical Qualification

1. Copy of Work Order/LOA/Contract/Agreement along with the Execution Certificate or equivalent document clearly indicating the executed value.
2. Execution Certificate issued by the end user/owner/authorized consultant, mentioning the Work Order/LOA/Contract number and date, brief scope of work, order value and total executed value.
3. For running contracts, the executed value up to one day prior to the bid submission due date shall be considered, provided it meets the prescribed minimum order value criteria as mentioned above. A certificate from the client confirming the executed value along with the Work Order/Agreement shall be submitted.
4. Valid RTO Registration Certificates of the LCV/MCV/HCV vehicles in the name of the bidder, as applicable.
5. Valid insurance policies of the respective vehicles issued by the underwriter.
6. Valid registration certificate under the Carriage by Road Act, 2007

Additional Technical BEC Conditions

- A job executed by a bidder for its own plant/project shall not be considered for meeting the experience criteria.
- Jobs executed for subsidiary/fellow subsidiary/holding companies may be considered subject to submission of tax-paid invoices duly certified by the bidder's Statutory Auditor towards payment of statutory taxes, in addition to the prescribed supporting documents.
- An execution certificate may be accepted in place of a completion certificate, provided the asset for which the certificate has been issued is ready for commercial use.

Financial BEC Criteria-.

The bidder must fulfil the following minimum financial eligibility requirement for HP GA, as under:

GA	Annual Turnover any of the three FY (2023-24, 2024-25, 2025-26)	Net Worth (FY-25-26)	Working Capital (FY 25-26)
Gasonet HP GA	Rs. 1.43 Crore	Positive	Rs. 0.29 Crore

Note 1: Bidder is required to submit all ongoing contracts with total value of the contract, executed value till date and expected date of completion of contract.

These details are essential for assessing the bidder's financial capability to execute the subject contract, considering the available liquid assets, lines of credit, and other financial resources, after accounting for existing commitments under other contracts. The bidder must demonstrate the availability of adequate resources to meet the estimated cash flow requirement of Rs. 0.29 Crore for HP, for this contract, net of its existing contractual commitments. Failure to meet the above capabilities shall render the bidder's bid liable for disqualification.

Documents Required for Financial Qualification

1. Audited financial statements, including Balance Sheet and Profit & Loss Account, for FY 2023-24, FY 2024-25 and FY 2025-26.
2. CA/Statutory Auditor Certificate confirming the average annual turnover for the preceding three financial years.
3. CA/Statutory Auditor Certificate confirming the positive Net Worth as per the immediately preceding audited financial statements.

Note2: Since the bid submission due date is proposed after 30th September 2026, bidders shall compulsorily submit audited financial results for the immediately preceding three financial years, i.e. FY 2023-24, FY 2024-25 and FY 2025-26, as stipulated in the tender BEC

Work Allocation Strategy & Award Methodology

To ensure operational resilience, avoid single-vendor dependency, and secure competitive pricing, work will be allocated under the following governance structure:

- Option A (3 Vendors): 50% (L1): 30% (L2): 20% (L3), subject to L2 and L3 matching the finalized L1 rate.
- Option B (2 Vendors): 60% (L1): 40% (L2), subject to L2 matching L1 rate.

Default Single Award: In case no other qualified bidder matches the L1 rate, 100% of the scope will be awarded to L1.

- Tie-Breaking Rule: In the event of identical quoted rates, the bidder reporting the highest annual financial turnover in FY 2025–26 will be assigned preferential ranking.

[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 Consor employeetium.

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

3 <u>BIDS FROM "JOINT VENTURE"/"CONSORTIUM" [</u>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

3.1 requirements 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. Mukesh Dandriyal	mukesh.dandriyal@gasonet.in +91-7574930059
UK – West	Mr. Mukesh Dandriyal	mukesh.dandriyal@gasonet.in +91-7574930059
Rajasthan	Mr. Budhram Siyag	budhram.siyag@gasonet.in 91-9981529155
Himachal Pradesh	Mr. GP Barua	ganga.barua@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 VP (Finance)	Pallipallavi.aggarwal@gasonet.in
b	The following Next three Characters of the password shall be e-mailed to the VP (E&P)	alok.thakur@gasonet.in
c	The following Next three Characters of the password shall be e-mailed to Deputy Manager (C&P)	vineeta.pandey@gasonet.in
d	The last three Characters of the password shall remain with bidder	With Bidder itself.

i) 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.

ii) 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.

iii) 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.

iv) 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.

v) 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 deem to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates/prices and the total bid-price submitted by the Bidder. The applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in the Agreed Terms & Conditions (Format – F10) and SOR.

12.5 Prices quoted by the Bidder shall remain firm, fixed, and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes and duties, if imposed by the State/ Govt. of India after the due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment of State/ Govt. Authorities and after ascertaining its applicability concerning the contract.

12.6 The Bidder shall quote the prices both in 'figures' & words. There should not be any discrepancy between the prices indicated in the figures and the prices shown in words. In case of any discrepancy, the same shall be dealt with as per clause no.3 of ITB.

12.7 Further, the Bidder shall also mention the **Service Accounting Codes** (SAC) at the designated place in SOR.

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

13.1 Bidders must submit a notarized copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/ UTGST or IGST)** is applicable.

13.2 Quoted prices should include all taxes and duties, except **GST (CGST & SGST/ UTGST or IGST)**. Please note that the GST payment responsibility **(CGST & SGST/ UTGST or IGST)**

It lies with the supplier of goods/services only. Supplier of Goods/ Services (Service Provider) providing taxable service shall issue an Invoice/ Bill as the case may be, as per rules/regulations of GST. Further, returns and details required to be filled under GST laws & regulations should be timely filed by the Supplier of Goods/ Services (Service Provider) with the requisite information.

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

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

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

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

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

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

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

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

13.5.1 Owner/ GASONET will reimburse the **GST (CGST & SGST/ UTGST or IGST)** to the Supplier of Goods/ Services (Service Provider) at actual against submission of Invoices as per the format specified in rules/ regulation of GST to enable Owner/ GASONET to claim an input tax credit of **GST (CGST & SGST/ UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/ UTGST or IGST)** is applicable

shall be modified in the same proportion. Suppliers should timely file returns and details required to be filled under GST laws & rules with requisite details.

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

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

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

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

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

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

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

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

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

Suppose input tax credit concerning GST (CGST & SGST/ UTGST or IGST) is not available to GASONET for any reason not attributable to GASONET. In that case, GASONET shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/ UTGST or IGST)** charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such **GST (CGST & SGST/**

UTGST or IGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by GASONET to Supplier of Goods/ Services.

13.10 REGARDING RECONCILIATION BETWEEN GSTR 2A AND INPUT TAX CREDIT

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

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

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

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

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

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

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

13.11 ANTI-PROFITEERING CLAUSE

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

13.12 In case the GST rating of the vendor on the GST portal/ Govt. official website is negative/blacklisted, then the bids may be rejected by GASONET. Further, in case the rating of a bidder is negative/blacklisted after the award of work for the supply of goods/ services, then GASONET shall not be obligated or liable to pay or reimburse GST to such vendor and shall

also be entitled to deduct/ recover such GST along with all penalties/ interest, if any, incurred by GASONET.

14 BID CURRENCIES

Bidders must submit bids in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for **'ninety [90] Days'** from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GASONET as 'non-responsive'.

15.2 In exceptional circumstances, before the original 'Bid Validity Period' expires, the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and its responses shall be made in writing or by fax/e-mail. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'Bid Security' for the extension period and following "ITB: Clause – 16" in all respects.

~~16 EARNEST MONEY/ BID SECURITY~~

~~16.1 Bids must be accompanied by '**Earnest Money/ Bid Security**' in the form of **'Demand Draft'** or '**Banker's Cheque'** in favour of **GASONET SERVICES (UK) LIMITED / GASONET SERVICES (HP) LIMITED/ GASONET 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 GASONET against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture under "ITB: Clause-16.7"~~

~~16.3 GASONET shall not be liable to pay any Bank charges, commission interest, etc., on the amount of 'Bid Security'. If 'Bid Security' is a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as a Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be a commercial Bank having a net worth over Rs.100 Crores [Rupees One Hundred Crores], and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security shall be valid for **'two [02] months'** beyond the 'Bid Validity Period.'~~

~~16.4 Any Bid not secured following "ITB: Clause-16.1 & Clause-16.3" may be rejected by GASONET as non-responsive.~~

~~16.5 Unsuccessful Bidder's 'Earnest Money/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.~~

~~16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security/ Security Deposit' under clauses 37 & 38 of ITB.~~

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity.'

(b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice

(c) If the Bidder modifies bids during the bid validity period (after the submission date).

(d) Violates any other condition mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.

(e) In the case of a successful Bidder, if the Bidder fails to:

(i) to acknowledge receipt of the "Notification of Award"/ "Fax of Intent [FOI]/ Fax of Acceptance [FOA/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.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In the case of manual tendering, the bid must be submitted in a sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for the misplacement or premature opening of the bid.

21.2 All the bids shall be addressed to the owner at the address specified in IFB.

21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE, etc., on behalf of a bidder/ affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 In the case of manual tendering, EMD, along with the bid, must be submitted within the due date & time.

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

23 LATE BIDS

23.1 Any bid received after the notified date and time of tender closing will be treated as late bids.

23.2 In the case of manual tendering, bids received by GASONET after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid. In the case of e-tendering, where the bid bond/ physical documents have been received but the bidder does not submit the bid in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one stipulated explicitly in the tender document will not be considered for evaluation/ opening/ award if not accepted to the specified destination within the stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:

24.1.1 **IN THE CASE OF MANUAL BIDDING**

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

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

24.3 No bid shall be allowed to be withdrawn/ modified/ substituted between the deadline for submission of bids and the expiration of the bid validity period specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security according to clause 16 of ITB and rejection of the bid.

24.4 The latest submitted bid shall be evaluated, and all other bids shall be considered unconditionally withdrawn.

24.5 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 $1/5^{th}$ 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 $1/5^{th}$ 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 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)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.

Annexure – I

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 B2.2 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.

Annexure-II

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:

SI.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.

i) Depending upon the Performance Rating, the following action needs to be initiated by the Engineer-in-charge/Project-in-charge:

SI.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

ii) 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.

iii) 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 /OlCs 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 (Ll), 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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Annexure – A

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**

Delivery Period/ Completion Schedule	**Delay in Weeks**	**Marks**
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

Tender for Hiring of the HCV/LCV for Hilly Region

This tender is invited for the **Transportation of Compressed Natural Gas (CNG)** via Mobile Cascades. The primary objective is the seamless transfer of CNG from designated **Mother Stations or Online Stations** to various **Daughter Booster Stations (DBS)** and/or high-volume industrial customers.

The operational area is characterized by **difficult, high-altitude, and hilly terrains** within the Geographical Areas (GAs) of Himachal Pradesh and Uttarakhand. Bidders must account for the specific geographical constraints, including steep gradients, narrow roadways, and seasonal weather variations.

Division of Responsibility

- **Provided by Gasonet:** Gasonet shall provide the Mobile Cascades required for gas storage and transport.
- **Provided by the Bidder:** The bidder is responsible for providing:
  - Specialized LCV/HCV truck chassis or platform-mounted LCV/HCV vehicles, customized as per the explicit specifications as per the Annexure-A. The offered vehicles must feature powertrain, braking, and gradeability configurations explicitly suited for optimal performance in hilly terrains.
  - Highly experienced manpower, including drivers specifically trained for mountainous driving and hazardous cargo.
  - Comprehensive **Operation and Maintenance (O&M)** services for the provided vehicle chassis to ensure uninterrupted supply.

SCOPE OF SERVICES

The scope of CNG transport services for the **Hilly Terrain (Himachal Pradesh GA)** shall generally consist of, but not be limited to, the following:

General Project Overview

- **Service Definition:** The Contractor shall provide CNG transportation services across hilly terrain utilizing a fleet of CNG / Diesel-fuelled Light Commercial Vehicles (LCVs), Medium Commercial Vehicles (MCVs), and Heavy Commercial Vehicles (HCVs).
- **Equipment & Haulage:** The scope encompasses the haulage and operation of Mobile Cascades (to be supplied by Gasonet, except where specified otherwise).
- **Contract Duration:** The agreement shall remain in effect for a primary term of **three (03) years**, with a provision for extension of up to **two (02) additional years** at the Company's discretion.

Dedicated Transportation Services

- Vehicle **& Cascade Specifications:** The Contractor shall transport CNG using CNG-powered / diesel HCVs and/or LCVs. Vehicles must be fitted with **3000 / 4500 WLC Type-I & III / IV Mobile Cascades**.
- **High-Capacity Units:** Gasonet has installed Type-I cascades (capacity up to 9,900 Liters WLC) on specific chassis. The fitment of these cascades onto the chassis shall be executed by the designated

cascade vendor. Once fitted, the cascade must be delivered to the Gasonet-designated filling station.

- **Operational Approval and Route Management:** The selection, deployment, and operation of all vehicle types, including Heavy Commercial Vehicles (HCV) and Light Commercial Vehicles (LCV), shall be strictly governed by the technical direction and formal written approval of the Engineer-in-Charge (EIC). Prior to the deployment of any vehicle for operations, a comprehensive **Journey Route Management (JRM)** exercise must be conducted. The Contractor and the EIC shall be jointly responsible for identifying and utilizing the shortest and safest route for all transits. The resulting JRM map must always be available in the HCV/LCV, and any deviation from this approved route must be done in strict concurrence with the concerned EIC. A formal **Route Deviation Report**, outlining the explicit reasons for the detour, must be submitted to Gasonet on the very next day of the occurrence.

- Gasonet reserves the absolute right to verify the distance of every trip via the **Vehicle Tracking System (VTS)**. Should any discrepancy arise—including odometer tampering or a distance variance exceeding 2% between the odometer and the tracking system—the VTS record shall serve as the definitive, final basis for billing and compliance, and the Contractor shall be subject to penalties as stipulated in the tender's penalty matrix.

- Furthermore, any deployment of HCV/LCV units without prior written notification and formal approval from the Gasonet EIC shall be conducted at the Contractor's sole risk and cost. In such events, the Contractor shall be required to immediately replace the unauthorized vehicle(s), and Gasonet shall bear no liability for mobilization charges, operational costs, or any associated compensation. Regarding financial compliance, an HCV/LCV will be considered eligible for billing only after the vehicle is fully ready with the **cascade fitment**. Finally, any vehicle movement intended for maintenance, cascade loading, or any purpose other than approved operational transit shall be strictly excluded from the billing kilometres.

Vehicle Specifications & Compliance

All vehicles must be dedicated exclusively to CNG transportation and meet the following standards:

- **Model Year:** May 2026 or later.
- **Fuel Type:** Diesel or CNG-powered (including retrofitted units).
- **Safety Features:** Every vehicle must feature **dual earthing connections** and a **CCOE-approved spark/flame arrestor**.
- **Condition:** Vehicles must be in peak mechanical condition, specifically optimized for navigation in hilly terrain.

Vehicle Classification and Payload Standards

Vehicle Category	Min. Project Payload	GVW Range	Cascade Range
LCV (Light Commercial)	6 MT	3.5 – 7.5 Tons	• Type-1: 3000 WL • Type-3/4: 4500 WL
MCV (Medium Commercial)	8 – 16 MT	10 – 19 Tons	• Type-1: up to 7200 WL • Type-3/4: 8800 / 9120 WL
HCV (Heavy Commercial)	16 MT to 40+ MT	19 – 55+ Tons	• Type-1: up to 9900 WL

Remuneration and Delay Compensation

- **Payment Terms:** HCV contractors shall be remunerated on a **per-kilometer (KM)** basis, in accordance with the Variable Cost stipulated under Serial No. 2 of the Schedule of Rates (SOR).
- **Fitment Timeline:** The standard duration allotted for cascade fitment is **30 days**.
- **Delay Penalty/Compensation:** If the fitment process exceeds the 30-day window, Gasonet shall compensate the contractor for the delay based on the applicable daily fixed cost.

Example Calculation for Delay Compensation:

- **Monthly Fixed Cost:** Rs. 100,000.00
- **Actual Fitment Duration:** 47 days (Month of June)
- **Qualifying Delay:** 17 days (47 total days - 30 permitted days)
- **Daily Rate:** Rs. 100,000 / 30 = **Rs. 3,333.33**
- **Total Compensation Payable:** Rs. 3,333.33 x 17 days = **Rs. 56,666.61**

Vehicle Specifications & Hilly Terrain Requirements

All vehicles deployed (LCV, MCV, HCV) must be 2026 models (or latest available), delivered ex-showroom, in peak running condition, and registered in the name of the Bidding Company.

General Terrain Requirements

- **Emission Norms**: Strict compliance with the latest BS-VI (Bharat Stage VI) emission standards or higher.
- **Cold Weather Operation**: Equipped with specialized cold-starting aids to ensure reliable engine ignition in sub-zero temperatures (up to -15°C).
- Altitude Compensation: Engine Management Systems (EMS) must feature altitude compensation capabilities to prevent power loss and stalling at elevations up to 4,500 meters (14,700 feet).
- **Steering & Suspension**: Hydraulic Power-Assisted Steering (HPAS) is mandatory across all categories for safe manoeuvrability on hairpin bends. Suspension must utilize heavy-duty semi-elliptical leaf springs with telescopic shock absorbers and Anti-Roll Bars (front and rear) to prevent body roll.
- **Lighting & Visibility**: OEM-fitted heavy-duty fog lamps (front and rear), high-intensity headlamps, and wide-angle rearview mirrors are mandatory for navigating fog, rain, and snow.
- **Tires**: OEM-fitted deep-tread radial tires suitable for all-weather grip (mud and snow capability preferred).

Braking and Safety Systems (Critical)

Standard braking systems are insufficient for continuous downhill gradients.

- Primary Brakes: Dual-circuit full air S-cam brakes with Auto Slack Adjuster and Anti-lock Braking System (ABS) are mandatory for MCV and HCV. LCVs must utilize high-performance hydraulic/air-assisted brakes with ABS.
- Auxiliary Braking (Mandatory): * Engine Exhaust Brakes: Mandatory on all MCVs and HCVs to control downhill speed and prevent service brake fade.

- Retarders: Electromagnetic or Hydraulic Retarders are mandatory for HCVs to ensure safe descent under maximum payload without overheating primary brakes.

Fuel-Specific Technical Requirements for Diesel-Powered Vehicles:

- **Turbocharging:** Engines must be Turbocharged and Intercooled (TCIC) to compensate for thin air. Naturally aspirated engines will be strictly rejected.
- **Fuel System:** Must include heated fuel-water separators to prevent diesel gelling in extreme cold.
- **Torque:** Tuned to deliver peak torque at lower RPM bands (1000–1500 RPM) for smooth pulling power on inclines.

CNG-Fuelled Vehicles:

- Spark & Ignition Tuning: OEM-calibrated specifically for high-altitude oxygen density to prevent knocking and power drop.
- Cylinder Placement: CNG cylinders must comply with the latest PESO guidelines and be mounted with heavy-duty structural reinforcement to withstand extreme vibrations.
- Range Capacity: To mitigate range anxiety in remote areas, vehicles must be fitted with maximum permissible water-capacity CNG cylinders.
- Low-End Torque: The Bidder must provide torque curves demonstrating adequate low-end pulling power suitable for the required gradeability.

Vehicle Category & Gradeability Standards

Category	Payload Capacity	GVW Range	Minimum Restart Gradeability (Fully Loaded)	Operational Suitability
LCV (Light Commercial Vehicle)	**Min. 6 MT**	**3.5 – 7.5 Tonnes**	**28% - 32%**	**Short wheelbase; last-mile delivery on narrow uphill link roads.**
MCV (Medium Commercial Vehicle)	**8 – 16 MT**	**10 – 19 Tonnes**	**24% - 28%**	**District-level transport; crawler gear provision preferred.**
HCV (Heavy Commercial Vehicle)	**16 MT to 40+ MT**	**19 – 55+ Tonnes**	**20% - 24%**	**Rigid trucks/Prime Movers; mandatory crawler gears (9-speed+) and retarders.**

Operational & Maintenance Responsibilities Fleet Mobilization and Cascade Fitment

- Mobilization Timeline: The Bidder must deploy vehicles within 30 days from the issue of the Letter of Intimation/PO. Full mobilization of transport services must occur within 15–20 days of any subsequent written requisition from Gasonet.

- Cascade Mounting/Dismounting: LCVs and HCVs must be fit for mounting Gasonet cascades. All three sides of the load-carrying sections must be removable. The Bidder shall securely mount the cascade, including crane hiring and stiffener installation, within one day of cascade issuance.
- Delay Compensation: The standard duration allotted for cascade fitment is 45 days. If fitment exceeds this window, Gasonet shall compensate the Bidder based on the applicable daily fixed cost (Calculated as: Monthly Fixed Cost / 45 * Days Delayed).
- Demobilization: On expiry or termination of the contract, the Bidder shall unload and return cascades in good condition to the designated Gasonet Mother Station/Stores within 30 days.

O&M Scope

- Statutory & Operational Costs: The Bidder is responsible for all O&M costs, including but not limited to fuel, tires, lubricants, route permits, road taxes, comprehensive vehicle insurance, transit insurance of the product, and 3rd party insurance. Toll charges shall be reimbursed extra at actuals against documentary evidence.
- Safety & Compliance Equipment: The fleet shall be equipped with dual earthing connections, a CCOE-approved spark/flame arrestor, wheel jack, tool kit, spare wheel, and proper seat belts.
- Fire Safety: Bidder shall supply, mount, and maintain a 9 kg ABC-type fire extinguisher on the vehicle body and a 500g ABC-type extinguisher inside the front cabin. Periodic inspection and hydrotesting of extinguishers are the Bidder's responsibility.
- Branding: Vehicles must be painted according to the colour code provided by Gasonet and display "**ON GASONET DUTY**" clearly. The Bidder is responsible for side/rear panel displays to fulfil Central Motor Vehicles Rules (1989). Advertising for other agencies is prohibited.

Workforce Identification & Security:

- The Contractor shall arrange for the supply, issuance, or renewal of identity cards for their entire workforce at their own expense.
- All deployed personnel must always carry their respective identity cards while on duty.
- Personnel must immediately produce their identity cards upon demand by Gasonet authorities or authorized representatives.

Dedicated Supervision:

- The Contractor must depute a dedicated, competent Supervisor to oversee the execution of all services.
- The Supervisor shall serve as the primary point of contact to receive and implement direct instructions from the Engineer-in-Charge (EIC) or their designated representative.

Vehicle Maintenance & Downtime:

- The Contractor is permitted a maximum of one day (24 hours) off per month per vehicle for routine maintenance, unexpected breakdowns, and statutory fitness certification.
- Vehicle maintenance should preferably be scheduled on public holidays or Sundays to minimize operational disruption.
- The Contractor must obtain prior written permission from the EIC at least fifteen (15) days in advance for any scheduled maintenance or routine downtime.

Make of Vehicles

The vehicle required to be supplied by the Bidder under this contract shall be procured only from reputed and regular vehicle manufacturers. Bidder shall furnish the details of makes, model etc., and shall obtain prior approval of Gasonet before placing LCV, MCV & HCV under deployment.

Vehicles Management & Maintenance

The exact specification for hiring the vehicles shall be commensurate with the risks involved and should be maintained in accordance with the manufacturer's recommendations. Al vehicles must comply with relevant National Standards/RTA rules and shall be fitted with Rear view Mirrors (One on each side), Wipers, Signal Lights, Brakes, and Hand Brakes. Odometer, reverse horn, hand torch, and emergency kits/accessories shall also be provided. Iron wheel chokes are to be kept in each vehicle, and drivers must use them when the vehicle is in a rest position. All drivers should check the vehicle condition daily as per the manufacturer's checklist. Maintenance of the vehicles should be carried out through a manufacturer-approved garage, and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation. The maintenance schedule shall be submitted by the transporter at the beginning of the scheduled maintenance month and shall submit the maintenance report with each monthly invoice. The vehicles need to be tracked for the number of kilometres they have plied so that service is planned well in advance; additionally, the Bidder shall always provide immediate alternate vehicles prior to maintenance. Maintenance and repairs to vehicles on Gasonet business shall be carried out at OEM (Original Equipment Manufacturer) or approved facilities. Vehicles may need replacement on a case-by-case basis in the event of an accident to the vehicle or damages/recurring issues with the maintenance of the vehicles. The Bidder shall provide a wheel jack, tool kit, and spare wheel(s) in good condition for each LCV, MCV & HCV. Tyres of the vehicles need to be replaced on the following conditions:

- Completion of 50,000 Kms or as per OEM specifications.
- Frequent issues with the tube leading to deflations.
- Showing heavy wear and loss of tread.

Mandatory Daily Progress Report (DPR) & Logbook Submission: To maintain strict record-keeping and verify operations, the transporter must adhere to the following reporting standard:

- The transporter is strictly required to submit a Daily Progress Report (DPR) along with complete logbook details on a daily basis.
- This submission must be provided in an Excel format to facilitate efficient monitoring, verification, and data integration.
- Note: Failure to submit the daily DPR may result in delays in trip verification and invoice processing.

Specification for Painting/Stickering

The mobilized fleet shall be painted as per the colour code, description, and logo provided by Gasonet, in addition to the statutory display requirements to carry CNG. The Bidder shall be responsible for providing suitable signboards/display boards during LCV, MCV & HCV movement on the road or in a parked condition. Every LCV, MCV & HCV should be re-painted as and when required as directed by the Gasonet EIC. Failing to do so will result in the work being carried out at the Bidder's risk and cost with a 10% overhead. Painting of the colour codes, statutory displays, and necessary logo, marking, and coding for the transportation of flammable

substances must be done by the Bidder at their own cost before deploying the vehicles. Each LCV, MCV & HCV must have its rear and side panels painted to display the company name and logo in combination to fulfil the requirements under the provisions of the Motor Vehicle Act, 1988 and Rules 129 to 137 (both inclusive) of the Central Motor Vehicle Rules,

1989. LCV, MCV & HCV should be painted as per the design given by Gasonet, and the colour shade will be intimated and provided to the Bidder after the award of the contract. Soft copies of the design will be provided by E-mail. Boarding and stickering are also in the scope of the Bidder. The final design of the painting, boards, and stickering will be finalized after awarding the work order.

Note: In instances where HCV/MCV/LCV units are supplied as chassis only, branding requirements shall be considered **in-scope for Gasonet**.

Vehicle Tracking System (VTS)

A GPS Automatic Vehicle Locating & Tracking system is required for monitoring the vehicles in real-time round the clock. The Bidder shall install a Vehicle Tracking System with features including Live Location on a map, Speed Monitoring, Distance covered, Route history (30 days), Ignition status, SOS Button, and Graphical fleet management reports in al deployed LCVs, MCVs & HCVs. The safety and security of the VTS will be the responsibility of the Bidder. The Bidder shall instal the necessary software on Gasonet's designated PC for day-to-day monitoring. Gasonet does not intend to purchase the software but will use it during the contract period; any one-time license fees sha l be borne by the Bidder. Operation and maintenance of the VTS throughout the contract period shall be done by the Bidder free of cost. If it is established that the Vehicle Mounting Unit (VMU) has been damaged by the Bidder's crew, or in cases of other defects, rectification shall be at the Bidder's own cost, and alternate arrangements must be provided.

Transport Services

Transport services shall be provided round the clock on designated routes and as per the schedule given by the Engineer-In-Charge on al days. Transport services shall be governed as follows:

- Disconnect the quick connect coupling of the Cascade after proper de-pressurization of the hose once storage pressure falls to the level decided by the EIC and transport the Cascade to Mother/filing stations.
- Connect the Cascade with the filing hose by connecting the quick connect coupling available at the mother station for refiling after ensuring proper grounding.
- Transport the filed mobile Cascades from mother/filing stations to daughter booster stations and connect to station tubing.
- Each LCV, MCV & HCV shall be provided with a logbook mentioning pressure levels in each bank, initial and final pressures at stations, mass flow meter readings, in/out times, and station names. The logbook must be signed by the station manager/technician for each trip.
- Drivers must immediately report any leakage or burst disc failure during the trip.
- Ensure that while hoses are connected/disconnected with the mobile Cascade, nobody is inside the LCV, MCV & HCV and the master switch is switched off. Any loss due to driver/helper negligence sha l be borne by the Bidder.
- A daily filing & dispatch statement of the previous day must be submitted at the respective Gasonet control rooms by 10 AM the very next day.

Drivers and helpers without proper uniforms and shoes will not be allowed on duty. The TREM CARD shall always be available with the vehicle. The Bidder shall carry out scheduled maintenance with prior permission from the EIC and provide monthly records. No LCV, MCV & HCV can be taken out of service for repair without providing a replacement. If replacement is impossible, Gasonet may provide a spare Cascade,

but the Bidder must handle the loading onto a separate vehicle at their own cost.

Escalation / De-Escalation of Transportation Rates

The transportation rates agreed upon shall remain firm throughout the contract period, except for revisions due to changes in the price of the specified fuel (CNG/Diesel) used by the deployed vehicles.

Base Fuel Price: The base transportation rates quoted by the Bidder are linked to the retail selling price of Fuel (CNG/Diesel) at Gasonet outlets in the respective Geographical Area **on the prevailing rate in as of the date the first order is placed in respective GA**. Let this base price be denoted as P_base.

- **Frequency of Revision:** The escalation/de-escalation sha l be calculated and implemented on a quarterly basis (or monthly, depending on Gasonet's preference). The revised fuel price (P_rev) will be the average retail se ling price of the fuel during the preceding review period.
- **Mileage Norms for Calculation:** For the purpose of calculating fuel price escalation or de-escalation, the following fixed mileage parameters shall be considered. These figures are **benchmark standards** and shall be applied regardless of the actual mileage achieved by the specific vehicles deployed under the contract:
  - LCV: 6.0 Kms per Kg/Litre
  - MCV: 4.5 Kms per Kg/Litre
  - HCV: 3.0 Kms per Kg/Litre

(**Note:** Gasonet reserves the right to adjust these standard mileage figures at the time of tender issuance based on specific local terrain, environmental conditions, or extraordinary payload requirements).

Formula for Rate Revision: The adjustment (increase or decrease) in the transportation rate per Kilometer (Rs/Km) will be calculated using the following formula:

Step 1: Calculate the Rate Revision

$$Rate\ Revision\ (Rs/Km) = \frac{P_{rev} - P_{base}}{M}$$

Where:

- P_rev: Revised price of fuel (CNG/Diesel) applicable for the review period.
- P_base: Base price of fuel as on the date of bid submission/contract signing.
- M: Standard Mileage of the specific vehicle class as defined in refer above.

Step 2: Determine the New Applicable Rate

New Transportation Rate = Base Quoted Rate + Rate Revision

<u>Illustrative Examples</u>

Scenario A: Fuel Price Escalation (Increase)

- **Vehicle Type:** HCV (M = 3.0 Kms/Kg)
- **Base Quoted Rate:** Rs. 35.00 per Km
- **Base Price of CNG (P_base):** Rs. 80.00 per Kg
- **Revised Price of CNG (P_rev):** Rs. 86.00 per Kg

Calculation:

1. **Price Difference:** Rs. 86.00 - Rs. 80.00 = +Rs. 6.00
2. **Rate Revision:** +Rs. 6.00 / 3.0 = +Rs. 2.00 per Km
3. **New Rate:** Rs. 35.00 + Rs. 2.00 = Rs. 37.00 per Km

Scenario B: Fuel Price De-escalation (Decrease)

- **Vehicle Type:** HCV (M = 3.0 Kms/Kg)
- **Base Quoted Rate:** Rs. 35.00 per Km
- **Base Price of CNG (P_base):** Rs. 80.00 per Kg
- **Revised Price of CNG (P_rev):** Rs. 74.00 per Kg

Calculation:

1. **Price Difference:** Rs. 74.00 - Rs. 80.00 = - Rs. 6.00
2. **Rate Revision:** - Rs. 6.00 / 3.00 = - Rs. 2.00 per Km
3. **New Rate:** Rs. 35.00 - Rs. 2.00 = Rs. 33.00 per Km

Monthly hiring charges for CNG and/or diesel vehicles must be quoted based on the prevailing fuel rates at authorized outlets (such as Gasonet) within the respective geographical area as of the date of order placement. The base price for calculating fuel escalation and de-escalation over the entire duration of the contract—including any extensions—shall be determined by the fuel rate in force at midnight on the last day of bid submission.

Fuel price variations of up to plus or minus 5% ($\pm 5\%$) of the initial quoted base price shall be absorbed entirely by the contractor and will not be considered for adjustment. Escalation or de-escalation will only be triggered when price fluctuations exceed this $\pm 5\%$ threshold, with adjustments computed based on the specified average vehicle mileage consumption per unit of fuel.

The effective date for implementing any revised rates resulting from escalation or de-escalation shall be the first day of the immediately following month. No other rate variations shall be permitted under any circumstances, and the contractor is strictly prohibited from increasing rates unilaterally. To process any such adjustments, proper retail outlet bills and verifiable documentary evidence must be submitted to Gasonet at the time of the escalation or de-escalation request.

Branding and Inspection Protocols

The **Contractor** shall be solely responsible for the installation, maintenance, and routine cleaning of **Gasonet** signage to ensure maximum visibility, including the prompt repair or replacement of any damaged boards in strict accordance with the designs provided by **Gasonet**; furthermore, all vehicles and mounted cascades must report to designated **Mother Stations** or **Loading Facilities** for physical inspection by **Gasonet** safety personnel to verify stability and safety standards, with the commencement of commercial operations being strictly contingent upon **Gasonet's** formal approval of the vehicle's suitability for **Hilly Terrain** navigation, provided that in instances where **HCV/MCV/LCV** units are supplied as chassis only, the associated branding requirements shall be deemed in-scope for **Gasonet** and excluded from the **Contractor's** obligations.

Driver Responsibilities and Training Personnel Qualifications

A. Driver Requirements

- **License:** Must possess a valid Heavy Motor Vehicle (HMV) license with a specific "Hill

Driving" endorsement (where applicable by local law).

- **Experience:** Minimum of **5 years** of documented experience driving in mountainous regions.
- **Health:** Must pass a vision test and have a medical certificate confirming fitness for high-altitude work (no respiratory or cardiovascular issues).
- **Conduct:** Zero-tolerance policy for driving under the influence. A clean driving record with no major accidents in the last 3 years.

Helper/Cleaner Requirements

- **Physical Fitness:** Must be capable of manual loading/unloading and assisting in vehicle recovery in difficult spots.
- **Technical Literacy:** Basic knowledge of vehicle mechanics (changing tires, checking fluids, securing loads).
- **Safety Role:** Trained to use **wheel chocks** effectively every time the vehicle stops on a gradient.

Mandatory Tools & Emergency Equipment

Every vehicle must always carry a “Hill Safety Kit”.

Category	Required Items
Mechanical Tools	Heavy-duty hydraulic jack, spare tire (stepney), lug wrench, toolbox (wrenches/pliers), and a high-tensile tow chain/rope.
Hill Specifics	**Two (2) heavy-duty wooden or rubber wheel chocks** (mandatory for parking on slopes) and anti-skid snow chains (seasonal).
Visibility	Two reflective warning triangles, high-visibility vests for both driver and helper, and a high-lumen LED flashlight.
Communication	Functional mobile phone with a charger (and ideally a secondary network SIM for better coverage).

Drivers of the **LCV, MCV, and HCV** fleet are required to assist with the removal of quick-release coupling connections at Daughter Booster Stations and Mother Stations, operate cascade manifold valves, and accurately record cascade pressures. Given the specialized nature of the **Hilly Terrain**, drivers must undergo safety training at a designated **Gasonet** CNG station prior to deployment. No driver shall operate a vehicle without this training. The contractor is also responsible for providing additional safety equipment, such as reflective tapes. Drivers must maintain a detailed logbook for each trip, recording mass flow meter readings at both loading and unloading points.

Operational Risk and Maintenance

The contractor shall operate the fleet in the **Hilly Terrain** entirely at their own risk. **Gasonet** shall not be held responsible for any damage to the vehicles or the mounted cascades during the performance of the work. It is the contractor's sole responsibility to always maintain the vehicles in peak mechanical condition and immediately rectify any defects identified by **Gasonet**.

Statutory Compliance and Labor Welfare

The contractor must provide all statutory and legal facilities to its workmen and employees in accordance with relevant Acts, Laws, and State rules. Valid documentary evidence for ESI, PF, minimum wages, and other statutory requirements must be provided as proof of compliance.

Delivery Integrity and Mobilization

The contractor is responsible for the safe and correct delivery of CNG to nominated destinations within the **Hilly Terrain**, ensuring the quality and quantity remain consistent with what was received at the Mother Station. Any unauthorized deviation from routes or destinations will be deemed unlawful, and **Gasonet** reserves the right to take legal action, impose penalties, or terminate the contract. Full mobilization of transport services must occur within 15–20 days of a written requisition from **Gasonet**.

Communication and Availability

All Light Commercial Vehicle (LCV), Medium Commercial Vehicle (MCV), and Heavy Commercial Vehicle (HCV) drivers and supervisors must always remain continuously reachable via mobile communication (all drivers shall be provided with smart phone so that they can send/receive the photos on social media groups); failure to provide this communication facility may result in a penalty of up to Rs. 500 per day per vehicle. To ensure safety, all vehicles must be properly fitted with functional seat belts. The deployed fleet shall be on hire 24 hours a day (from 06:00 a.m. to 06:00 a.m. the following day), 365 days a year, including all government holidays. To maintain round-the-clock operations while strictly adhering to the Central Motor Vehicles Act 1988 and the Motor Transport Workers Act 1961, the contractor must ensure that no individual driver works more than 8 hours per day. Consequently, a minimum of three (3) drivers is required for each vehicle, or at least enough certified drivers must be available to guarantee continuous, safe operation. Gasonet reserves the right to levy a penalty of up to Rs. 1,000 per day per vehicle if any driver is found working beyond the maximum allowable 8-hour daily limit.

Safety Equipment and Aesthetics

The mobilized fleet must be equipped with a CCOE-approved spark/flame arrestor, wheel jack, tool kit, and spare wheel. Furthermore, vehicles must be painted according to the colour code and descriptions provided by **Gasonet**, in addition to statutory CNG display requirements. The contractor is responsible for all costs associated with painting and the provision of suitable signboards/display boards on the rear and side panels to fulfil Rules 130 to 137 of the Central Motor Vehicles Rules 1989. These requirements must be met before the vehicles are deployed for carrying CNG cascades in the **Hilly Terrain**.

First Aid & Safety Gear

The onboard First Aid kit must be maintained and easily accessible in the cabin.

- **Basic Medical:** Antiseptic liquid, sterile bandages, gauze, adhesive tape, and scissors.
- **Medication:** Painkillers, ORS (Oral Rehydration Salts), and medication for **Motion Sickness** and **Altitude Sickness** (Acetazolamide or equivalent, per medical advice).
- **Emergency:** Fire extinguisher (ABC type, minimum 2kg) with a valid expiry date.
- **Survival:** An emergency thermal blanket and a minimum of 5 liters of emergency drinking water.

Additional Scope of Work

Provision of Dash Camera System: The Contractor shall ensure that all Commercial Vehicles (HCV, MCV and LCV) deployed under this contract are equipped with a fully functional, industrial-grade, dual-channel dash camera system before the vehicle is inducted into service.

- Recording Specifications: The dash camera must record both the forward-facing external view (road view) and the inward-facing internal view (driver cabin view). The system shall possess high-definition (minimum 1080p) recording capabilities and night vision functionality.
- GPS Integration: An integrated GPS module is mandatory to stamp location and speed data onto the video feed.
- Storage Requirements: The Contractor is responsible for maintaining local storage capacity (SD card or DVR) capable of retaining a minimum of 30 days of continuous recording.

Power Supply: The dash camera must be hardwired to the vehicle's ignition system to ensure automatic recording whenever the vehicle is operational

- Access & Audits: The Contractor shall grant the Company's Engineer-in-Charge (EIC) or designated HSE personnel unrestricted access to the camera system and its recorded footage upon request for the purpose of safety audits, incident investigation, or routine monitoring.

Penalties Matrix for CGD Operations

SL No.	Nature of Default	Description of Default	Penalty Amount (Per Instance/Day)
1.0	**Operational Defaults**		
1.1	**Failure to Provide Vehicle**	Failure to report as per schedule/indent or failure to replace a broken-down/seized vehicle within **36 hours**.	**1.5 times the daily pro-rata rate** + cost of alternate arrangement.
1.2	**Delay in Reporting**	Vehicle reporting >30 minutes late to Mother Station/Filling Post.	**₹500 per hour** of delay (capped at daily rate).
1.3	**Strike / Stoppage**	Unauthorized stoppage of vehicle by driver/owner affecting business.	**₹5,000 per day** + recovery of estimated business loss from bills.
1.4	Stoppage Leading to DBS Dry Out	Any unauthorized stoppage or strike under Clause that directly causes a **Dry Out condition** (zero stock) at any designated Dealer Business Station (DBS).	The penalty under 1.3 shall apply, PLUS: ➢ An additional consequential damage fine of *₹1000.00 per affected DBS** per hour of dry out. ➢ 100% recovery of the specific revenue/margin lost by the affected DBS during the dry-out period. ➢ Indemnification against any third-party dealer claims

			arising from the stock-out.
1.5	**Vehicle Condition**	Poor maintenance, leaks (oil/gas), bald tires, or non-functional lights/indicators.	**₹1,000 per day** until the defect is rectified.
1.6	**Unauthorized Route/Absence**	Deviating from the designated route or leaving the station without prior EIC approval.	**₹10,000 per instance** for route deviation; **₹2,000** for unauthorized absence.
1.6	**Fire Safety (Extinguishers)**	Missing, expired, or non-functional fire extinguisher (9 kg or 500g or any type of fire extinguisher).	Rs. 500/- Per instance / Per vehicle
1.7	**Vehicle Branding & Paint / Branding & Identity Non-Compliance**	Vehicles must be painted according to the Gasonet color code and display "ON GASONET DUTY" clearly.	**Rs. 100/-** per day.
1.8	**Third-Party Advertising**	Advertising for other agencies or brands on the vehicle is strictly prohibited.	**Rs. 1000/-** per instance
2.0	**Safety & Compliance**		
2.1	**PPE Violation**	Driver/Helper found without Safety Shoes, High-Vis Jacket, or Helmet.	**₹500 per instance**.
2.2	**Speeding/Rash Driving**	Exceeding defined speed limits (verified via GPS/VTS).	**1st Instance:** ₹1,000; **2nd Instance:** ₹5,000 + Driver debarment.

2.3	**GPS/VTS Tampering**	System found switched off, tampered with, or non-functional.	**₹10,000 per instance** (or ₹1,500/day until rectified) + blacklisting warning.
2.4	**Odometer Tampering**	Manipulation, breaking of seals, or use of external devices to alter mileage.	**₹10,000 per instance** + recovery of all excess payments + blacklisting warning.
2.5	**Statutory Documents**	Expiry of RC, Insurance, PUC, or PESO licenses.	**₹2,000 per day** + vehicle suspension.
3.0	**Personnel & Conduct**		
3.1	**Unlicensed Driver**	Driver without valid HMV license or required HAZMAT endorsement.	**₹5,000** + immediate removal of driver.
3.2	**Driver Absenteeism**	Driver fails to report for shift with no approved backup.	**₹100 / hour** Accrues hourly from the scheduled start time until a replacement arrives.
3.3	**Driver non-availability**	Driver leaves the vehicle unattended during operational hours.	**Rs. 100 / hour** Accrues for the exact duration of the driver's absence.
3.4	**Refusal of Assigned Duty**	Driver rejects a designated trip or specific operational instruction.	**Rs. 100 / hour** Accrues from the time of refusal until the trip is initiated or an alternative driver takes over.
3.5	**Misbehaviour/ Intoxication**	Intoxication or misbehaviour with Company staff or third-party operators.	**₹10,000** + permanent debarment of driver.
Operational Note: For accounting clarity, any fraction of an hour exceeding 30 minutes shall be rounded up and logged as a full hour of disruption.			
4.0	**Property Damage**		

4.1	**General Asset Damage**	Any damage to terminal facilities (including Mother, Daughter Booster, Online, and DCU stations), dispensers, piping, or associated civil structures.	**Cost of Repair/Replacement + 15% Admin Charges + ₹10,000 Penalty**.
4.2	**Gas Leakage**	Leakage resulting from improper handling of hoses or valves.	**₹5,000 per instance** + loss of gas cost at commercial rate.
4.3	**Civil Structure Damage**	Collision with boundary walls, gates, or bollards.	**Actual repair cost + ₹5,000 penalty**.
Dash Camera non-compliance			
5.1	**Defective / Missing Equipment**	Vehicle operating with a non-functional, defective, or missing dash camera during routine checks or field inspections.	**Rs. 1,000/- per vehicle per day.** Applied daily until the system is fully restored and verified by the Engineer-in-Charge (EIC).
5.2	**Tampering & Obstruction**	Intentional tampering by driver/Contractor personnel (e.g., obstructing lens, disconnecting power, deleting footage).	**Rs. 5,000/- per instance** Immediate de-rostering of the concerned driver from site operations pending strict HSE clearance.
5.3	**Failure to Produce Footage**	Failure to provide requested dash camera footage within **24 hours** of a formal request following an incident, accident, or route deviation.	**Rs. 10,000/- per incident** Ad-hoc deduction per incident.
5.4	**Prolonged non-compliance**	Failure to comply with dash camera provisions for **more than 3 consecutive days**.	Suspension of Vehicle Vehicle treated as "absent"; standard contractual absence penalties apply concurrently.

Note:

1. Verification: Daily penalties for defective equipment will only stop accumulating once the Engineer-in-Charge (EIC) has formally verified the restoration.

Concurrent Penalties: If a vehicle is suspended for non-compliance exceeding 3 days, the standard contract absence penalties will be applied *in addition* to the ongoing enforcement of these clauses.

Key Terms & Specific Provisions

- **Odometer Verification Rule:** The Company reserves the right to cross-verify physical Odometer readings with GPS-tracked kilometres. Any discrepancy **exceeding 2%** shall be treated as Odometer Tampering, potentially leading to back-dated recovery of payments based on GPS data.
- **Cumulative Nature:** Penalties are cumulative. A single incident involving multiple defaults (e.g., speeding leading to property damage) will trigger all relevant penalties simultaneously.
- **Fundamental Breach & Termination:** If total monthly penalties exceed **10% of the monthly contract value**, it is considered a "Fundamental Breach". The Company may terminate the contract with a **7-day notice**, forfeit the Security Deposit, and blacklist the Contractor.
- **General Asset Damage:** "General Asset Damage" shall mean any and all damage caused by the Operator's LCV, MCV, or HCV during the tenure of this Agreement to terminal facilities (including but not limited to Mother, Daughter, Booster, Online, and DCU stations), dispensers, piping, associated civil structures, or any other public, personal, or third-party property. All such incidents shall be covered and penalized in accordance with Section 4.1 of the Penalty Matrix.
- **Damage Assessment:** The Company's technical/HSE assessment of asset damage is final and binding. The Contractor cannot dispute the findings regarding safety or repair necessity.
- **Right to Set-off:** The Company is authorized to deduct penalty amounts directly from monthly Running Account (RA) bills or the Performance Bank Guarantee (PBG).
- **Continuity of Service:** Continuous stoppage of work exceeding **48 hours** leads to immediate termination and forfeiture of the Security Deposit.

Cancellation of Order

It be determined at any point during the contract's tenure that the **Transporter** is failing to execute any or all the assigned work in an acceptable manner and within the specified time, this will be construed as the **Service Provider** will fully abandoning the work.

In such an event, the **Location In-charge** reserves the right to arrange for the work covered under the contract to be executed through alternative means at the **Transporter's** sole risk and cost, and the work order will be considered cancelled. Furthermore, **Gasonet** retains the right to terminate the contract, notwithstanding any other provisions herein, at any time a breach or default of any terms, conditions, or stipulations contained within this agreement is committed by the **Transporter**, their agent, or their deployed workmen.

Termination of Contracts

Both parties have the right to terminate the contract by providing **one month's (30 days)** prior written notice. However, **Gasonet** reserves the right to **immediately terminate** this Agreement, or at any time, upon the occurrence of any of the following events:

- If the **Transporter**, its proprietor, or any partner is adjudicated insolvent, becomes bankrupt, or enters liquidation, whether voluntary or otherwise.
- If an attachment in execution of a decree is passed against the **Transporter**, its proprietor, or any of its partners.
- If road permits or any statutory license(s)/permission(s) granted to the **Transporter** or its **HCV/LCV/MCV(s)** by transport or any statutory authorities are cancelled or revoked.
- If the **Transporter** infringes upon safe practices required for carrying **Gasonet's** products or otherwise.

- If the **Transporter**, or its agent(s), representative(s), driver(s), or helper(s)/khalasi(s), deliberately or otherwise, contaminates or tampers with the consignment, the **CNG Cascades/Equipment**, the **HCV/LCV/MCV**, or the product entrusted by **Gasonet** for transportation.
- If any statement(s) made by the **Transporter** in the tender is found to be incorrect at any time.
- If the **Transporter** is found guilty of breaching any of the terms or conditions of this Agreement.
- If the **Transporter** commits or allows to be committed any act that, in the sole opinion of **Gasonet**, is prejudicial to the good name of **Gasonet** or its product.
- Upon the death or retirement of the proprietor or any of the partners of the **Transporter** firm.
    - *Note:* If **Gasonet** chooses not to exercise this option, the agreement shall continue between **Gasonet** and the surviving or continuing partner(s). The legal representative(s) of the deceased or retiring partner shall remain liable for all obligations incurred up to the date of death/retirement but will not be entitled to claim the Security Deposit from **Gasonet**. The **Transporter** must notify **Gasonet** in writing within **24 hours** of such death or retirement.

Note: Notwithstanding any other provision herein, the **Transporter** also reserves the right to immediately terminate this agreement if **Gasonet** is adjudicated insolvent, becomes bankrupt, or enters into liquidation.

Force Majeure Clause:

The successful bidder shall be compensated based on a **Fixed Daily Standing Charge (FC)** and a **Variable Rate (VR) per kilometer**. In the event of an unavoidable Force Majeure event (e.g., a flood or as mentioned elsewhere in this tender) that renders the Heavy Commercial Vehicle (HCV) / light Commercial Vehicle inoperable for a continuous period exceeding 48 hours (the grace period), the **Fixed Daily Standing Charge (FC) shall be reduced proportionally** for the duration of the immobilization beyond the 48-hour grace period, up to the point when the vehicle is **mobilized as per instructions given by the Engineer-in-Charge (EIC)**.

Proposed Cost Formula

The **Total Cost (TC)** for a billing period is the sum of the Fixed Cost and the Variable Cost, minus any applicable **Force Majeure Deduction (FMD)**.

$$\mathbf{TC = (FC \times Days) + (KM \times VR) - FMD}$$

Term	Description	Unit
TC	Total Cost for the billing period	Rs.
FC	Fixed Daily Standing Charge	Rs./day
Days	Total days in the billing period	days
KM	Total Kilometers run in the billing period	km
VR	Variable Rate per kilometer	Rs./km
FMD	Force Majeure Deduction	Rs.

Calculating the Force Majeure Deduction (FMD)

The deduction only applies to the and only after the 48-hour (2-day) grace period.

$$FMD = FC \times (DID - 2), \text{ where } DID > 2$$

Term	Description	Unit
FMD	Force Majeure Deduction	Rs.
FC	Fixed Daily Standing Charge	Rs./day
DID	Days of Inoperable Downtime due to Force Majeure	days
2	The 48-hour (2-day) grace period for which the FC is still paid.	days

Example Calculation

Assumptions:

- **Fixed Daily Standing Charge (FC):** Rs. 1,000 per day. *(Alternatively, the total monthly charge of Rs. 30,000 divided by the actual number of days in the month (e.g., 31, 30, 28, or 29 days) determines the daily fixed cost.)*
- Variable Rate (VR): Rs. 5 per km
- Billing Period (Days): 30 days
- Kilometers Run (KM): 10,000 km
- Force Majeure Downtime (DID): 5 days
- Calculate the Fixed Cost Component

  Fixed Cost Component = FC × Days = 1,000 × 31 = Rs. 31,000.00

- Calculate the Variable Cost Component

Variable Cost Component = KM × VR = 10,000 × 5 = Rs. 50,000.00

- Calculate the Force Majeure Deduction (FMD)

The deductible days are the inoperable days minus the 2-day grace period: 5−2=3 days.

$$FMD = FC \times (DID-2) = 1{,}000 \times (5-2) = \text{Rs. } 3{,}000$$

- Calculate the Total Cost (TC)

TC = (Fixed Cost) + (Variable Cost) – FMD TC =
31,000 + 50,000 − 3,000=Rs. 78,000
The final payment to the HCV owner would be Rs. 78,000.

Metric	28-Day Month	29-Day Month	30-Day Month	Formula / Logic
Gross Fixed Cost	Rs. 30,000.00	Rs. 30,000.00	Rs. 30,000.00	Given baseline fixed overhead
Daily Fixed Charge (FC)	Rs. 1,071.43	Rs. 1,034.48	Rs. 1,000.00	Daily FC = Number of Days in Month Gross Fixed Cost
Variable Cost (10k km)	Rs. 50,000.00	Rs. 50,000.00	Rs. 50,000.00	Given distance-based cost
FMD (3 days deducted)	Rs. 3,214.29	Rs. 3,103.44	Rs. 3,000.00	FMD=Daily FC×3
Final Net Payment	Rs. 76,785.71	Rs. 76,896.56	Rs. 77,000.00	Net Payment= (Gross Fixed Cost + Variable Cost) −FMD

Operational, Safety, and Resource Management Compliance for LCV/HCV Deployment

The Bidder shall strictly adhere to the following operational, safety, and administrative protocols during the entire contract tenure:

- **Driver Shift and Long-Route Management:** No driver shall be permitted to drive for more than an eight (8) hour shift. For long-distance routes, the Bidder must deploy a minimum of one driver + one helper per LCV/HCV to ensure uninterrupted and safe operations.
- **Reliever Provision:** The Bidder must maintain an adequate pool of qualified reliever drivers to ensure seamless continuity of services without violating shift-hour limitations.
- **Training Calendar and Compliance:** The Bidder shall submit a comprehensive annual training calendar for all deployed drivers and supervisors at the start of the contract. Subsequently, verified training records must be submitted alongside each monthly invoice as a prerequisite for payment processing.
- **Dedicated Safety Personnel:** In Geographical Areas (GAs) where the total fleet strength exceeds ten (10) units of HCVs/LCVs, the Bidder must appoint one (1) dedicated Safety Officer to oversee field operations and compliance.
- **Logistics Optimization and Fleet Diversion:** The Bidder shall dynamically optimize fleet utilization by continuously tracking supply variations. This includes identifying Daughter Booster Stations (DBS) with surplus supply versus those facing shortages. The Bidder must communicate these real-time tracking insights to the Engineer-in-Charge (EIC) to facilitate the timely diversion of the entrusted HCVs/LCVs.
- **Performance Review Meetings:** The Bidder, or an authorized senior representative, must be physically

or virtually available for mandatory monthly performance review meetings within the respective GA.

- **Driver Onboarding Protocol:** No driver shall be onboarded or deployed for operations without undergoing mandatory technical training, corporate safety induction, and receiving formal written intimation/approval from Gasonet.
- The Transporter is also responsible for providing compensation, ranging from ₹10 Lakhs to ₹50 Lakhs, to contract workers in the event of a fatal accident or permanent disability, in compliance with PNGRB T4S regulations. Proof of all active insurance policies and premium payments must be presented to the Corporation upon request. Failure to maintain adequate insurance may result in the Corporation refusing to load or utilize the tankers.
- **Compliance with Safety Guidelines:** The Contractor shall fully comply with the "Guidelines for Safe Road Transportation of Petroleum Products, LPG, Natural Gas, etc." (Annexure-1) upon the commencement of and throughout the entire duration of the contract. For further details and requirements, please refer to Annexure-B.

General Point

1. Please note that the Unit Rate and Total Amount must be quoted strictly exclusive of Goods and Services Tax (GST). Additionally, the applicable GST percentage must be clearly stated in the financial proposal to ensure compliance and accurate evaluation. GST shall be applicable in this tender shall be 5% or 18%.
2. Rates shall be quoted on a per-unit basis for each vehicle category (LCV, MCV, and HCV) as specified in the price schedule. The quantities mentioned are indicative and subject to increase or decrease based on actual operational requirements across the designated geographical area(s).
3. The selection of HCV, MCV, or LCV shall be made by Gasonet or an Engineer-in-Charge (EIC) appointed by Gasonet. Based on the EIC's instructions, the deployed HCV shall be either chassis-mounted or platform-mounted. Furthermore, the Gross Vehicle Weight (GVW) of the vehicle shall be specified by Gasonet in accordance with the Schedule of Rates (SOR), and bidders must submit their bids strictly as per the SOR.

Note:

1. Fixed Cost Inclusions:

To meet Gasonet's requirement for continuous 24x7x365 LCV/HCV operations, the quoted Fixed Cost shall be strictly comprehensive and fully inclusive of all standing and statutory charges—including vehicle registration, road tax, applicable government taxes, vehicle permit charges, and comprehensive/third-party insurance—as well as complete maintenance and upkeep requirements (covering periodic repairs, spare parts, tyres, and routine servicing) to ensure continuous roadworthiness. Furthermore, the fixed hiring charges must encompass all personnel expenses, uniforms, and statutory welfare allowances for drivers, supervisors, and helpers, with the fixed rate explicitly including the cost of one driver and one helper. The Bidder must strictly comply with all applicable labor laws, ensuring that no individual driver or helper is permitted to work for more than eight (08) hours in a single day. Additionally, in Geographical Areas (GAs) where the total deployed fleet exceeds ten (10) units of HCVs/LCVs, the Bidder is mandated to appoint one (1) dedicated Safety Officer to oversee field operations and compliance. Any other charges, overheads, or expenses not explicitly specified herein must be anticipated and factored into the quoted Fixed Cost by the Bidder, as Gasonet shall under no circumstances be liable to pay any additional or extra amounts.

Variable Costs:

Variable costs, encompassing fuel expenses, per-kilometer running charges, and proportional wear-and-tear provisions such as lubricants, tires, and routine maintenance, shall be calculated and billed separately based on actual operational usage and total distance covered. The quoted rates are deemed comprehensive, and Gasonet shall not be liable for any additional payments aside from the applicable escalation or de-escalation charges specified in the tender. Such escalation or de-escalation shall only be applicable if the variation in the price of CNG or diesel exceeds ±5% of the initial base price established at the time of quotation; any price fluctuations within this ±5% threshold shall not be considered. Furthermore, the baseline fuel cost utilized for evaluating any such escalation or de-escalation shall be considered valid and effective strictly from the date of the award of the Letter of Intent (LOI) / WO.

Additional Driver Cost:

The inclusion of an additional driver cost is optional and subject to requirement. However, where applicable, this cost will be factored into the overall evaluation methodology.

Loading and Unloading Charges:

Loading and unloading charges shall be within the scope of the contractor, and prices must be quoted accordingly. Application based on installation type is defined as follows:

- Serial Nos. 4.0 and 5.0 (SOR): Shall apply where the cascade is installed on a frame on an HCV, LCV, or MCV.
- Serial No. 7.0 (SOR) (Cascade Unloading & Dismantling Charges): Shall apply where the cascade is a chassis model.

SPECIAL CONDITIONS OF CONTRACTS

Deployment Schedule:

HCV/MCV/LCV with Platform Mounted

Vehicle shall be deployed progressively as per the direction of EIC. Mobilization period shall be 30 days from the date of FOA.

The Contractor shall be responsible for ensuring that the selection of Heavy Commercial Vehicles (HCV), Medium Commercial Vehicles (MCV), or Light Commercial Vehicles (LCV) is made exclusively by Gasonet or its designated Engineer-in-Charge (EIC). Furthermore, any deployed HCV shall be either chassis-mounted or platform-mounted strictly in accordance with the EIC's instructions, and the Gross Vehicle Weight (GVW) of the vehicle shall be specified by Gasonet pursuant to the Schedule of Rates (SOR), requiring all bidders to submit their bids strictly in compliance therewith.

HCV/MCV/LCV with Chassis Mounted

The total Mobilization Period shall be **45 days** from the date of FOA at the site. This includes a **10-days** period for mobilization and deployment of HCV/MCV on a chassis basis at the Cascade Manufacturer's works, a minimum of **05 days** for transportation from Nagpur to the Designated Area, and completion of Cascade installation within **30 days**.

Delivery Address for Chassis Deployment:

M/s. Confidence Enterprises Private Limited D-4/2, MIDC Industrial Area,
Umred, Nagpur, Maharashtra - 441203

Delay Penalty/Compensation: If the fitment process exceeds the 30-days window, Gasonet shall compensate the contractor for the delay based on the applicable daily fixed cost.

Example Calculation for Delay Compensation:

- **Monthly Fixed Cost:** Rs. 100,000.00

- **Actual Fitment Duration:** 30 days (Month of June)
- **Qualifying Delay:** 17days (47 total days - 30 permitted days)
- **Daily Rate:** Rs. 100,000 / 30 = **Rs. 3,333.33**
- **Total Compensation Payable:** Rs. 3,333.33 x 17 days = **Rs. 56,666.61**

On-Call Basis Model (With or Without Cascade) : Deleted

~~Vehicles shall be deployed progressively as per the directions of the Engineer-in-Charge (EIC). The mobilization period shall be 15 days from the date of issuance of the Letter of Award (FOA).~~

~~Note: For the Chassis Model (HCV) operating from Nagpur to the designated area as specified in the SOR, the contract services shall commence upon the issuance of dispatch clearance for the cascade by Gasonet. The variable cost for transportation from Nagpur to the designated area shall be payable accordingly.~~

Insurance:

The Contractor shall, at their own expense, ensure that all hired vehicles are fully and comprehensively insured through a reputed insurance company for the entire tenure of the contract. This insurance must cover all potential risks and liabilities—including strikes and riots—along with mandatory third-party coverage. All liabilities arising from accidents or disruptions to the Company's vehicle operations shall rest solely upon the Contractor. Additionally, the Contractor must provide and maintain insurance coverage for all deployed personnel, including drivers and cleaners, as well as for the vehicles and cascades containing products. The Contractor is strictly responsible for submitting copies of all insurance covers and related documentation on the date the vehicles are placed, and for ensuring the timely renewal of these policies throughout the contract duration.

Accidents / Damages / Claim Liabilities

In the event of any accident or damage while the vehicle or vehicles are on duty, the Company shall be completely free from any liability of any nature connected with the accident or damage. The Contractor shall be fully and exclusively responsible for any damage to the vehicle or vehicles, any personal injury to the driver or any other person in the employment of the Contractor, vehicle occupants, any other person, or damage to any property, including all third-party claims. However, if damage or loss is incurred by the Company or its employees due to an accident or any other reason involving the failure of the vehicle or driver, the Contractor shall reimburse the compensation or damages sustained by the Company on this account immediately on demand and without any demur.

The Contractor shall remain solely responsible for any legal consequences arising from any accident caused by the vehicle or equipment to the Company's property or personnel, as well as any claims or compensation arising from damages, injuries, loss of life, or permanent injuries sustained by third parties or Company employees and property. The Contractor shall reimburse any resulting compensation or damages sustained by the Company upon demand without demur. Furthermore, the Contractor is solely responsible for any damage to the vehicle or personal injury to the driver or employees while on Company duty, and the Company shall not under any circumstances be responsible for any claims, compensation, damages, injuries, or pilferage relating to the Contractor's vehicles or property while on duty.

It is the Contractor's responsibility to inform the vehicle user, Engineer-in-Charge, or their authorized representative about any accident as early as possible to avoid operational disruptions, provide a substitute vehicle, and submit a detailed report to the Engineer-in-Charge within 24 hours for Company records. The absence of a vehicle due to an accident does not entitle the Contractor to any exemptions

from contractual liabilities, and arranging an alternative or substitute remains the Contractor's sole responsibility. In cases where cascade repair is impossible on an LCV or HCV or the cascade is unsafe for operation following an accident, Gasonet will provide a replacement cascade, while the removal of the existing cascade, installation of the replacement, and its secure mounting on the LCV or HCV shall fall entirely within the Contractor's scope.

Adherence to Security & Safety Regulations

The Contractor shall ensure that all security and safety instructions and regulations of Gasonet or its consumers, as required during the execution of the job, are strictly followed by all representatives. The Contractor must ensure compliance with all instructions concerning discipline, decorum, work performance, and safety by all engaged personnel, who shall strictly adhere to them. The Contractor bears full responsibility for the safety of all working persons, and for any accident or incident occurring due to a lapse in safety, the Contractor shall be held solely responsible without any compensation from Gasonet.

CLOSURE OF CONTRACT

Final payment shall be released only after the satisfactory completion of the work or services. To process the final bill and release the security deposit, the Agency must submit a notarized Indemnity Bond of Rs. 100/- from a Notary, indemnifying Gasonet from all liabilities regarding persons engaged by the Agency concerning the payment of wages, provident fund, insurance, and other disbursements.

TERMINATION OF CONTRACT

The Company may, without prejudice to its rights against the Contractor for any delay, breach, or damage, terminate the contract with immediate effect through written notice under specific conditions. These include the Contractor entering liquidation, winding up business, or making arrangements with creditors; the contract being procured through incorrect or incomplete statements, misrepresentation, or forged documents; the Contractor delaying or suspending facilities against tender conditions; or any breach of terms, participation in activities subversive or prejudicial to the Company's interests, or other sufficient reasons. Upon such termination, the security deposit is liable to be forfeited and the bank guarantee invoked.

Notwithstanding these provisions, the Company may at its sole discretion terminate the contract by giving thirty days' written notice without assigning any reasons, with the contract otherwise deemed to expire after the original 36-month period unless extended. Upon receiving such notice, the Agency shall discontinue work and be paid for the actual time performed and services provided up to the specified date.

PRICE BASIS

Rates quoted for months or days shall remain identical across all days of the week, including Sundays and holidays. Rates mentioned in the Schedule of Rates (SOR) will apply for any additional hours worked beyond standard working times and shall remain valid throughout the entire contract period as well as any extension periods. Quoted rates shall stay firm and valid until complete order execution, with no escalation permitted under any circumstances.

Bidders must quote their rates in the provided Schedule of Rates, accounting for all liabilities indicated in the scope of services, special conditions, and tender documents. Bidders are advised to visit the office and ascertain conditions and quantum of work prior to quoting and should account for applicable GST

by indicating the rate separately. All quoted rates shall be all-inclusive, covering all incidental expenses necessary for the proper execution and completion of work in accordance with the bid documents

CONTRACT PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT

The bidder shall provide a Performance Bank Guarantee equal to **5%** of the annualized contract value within thirty days of the issuance of the Fax of Acceptance (FOA). The Contract Performance Bank Guarantee (CPBG) will be retained at the owner's end until the completion of the contract period, including the defect liability period for all supplies awarded under the tender. This bank guarantee must remain valid for three months beyond the expiry of the defect liability period or contract period, including any extensions.

Bank guarantees must originate from an Indian scheduled bank or an international bank branch in India registered with the Reserve Bank of India as a scheduled foreign bank. For non-nationalized Indian banks, the institution must be a commercial bank with a net worth exceeding Rs 100 crores, accompanied by a declaration on its letterhead. Gasonet shall not be liable to pay any bank charges, commission, or interest on these instruments, and failure by the successful bidder to comply with these requirements constitutes grounds for award annulment and bid security forfeiture. Note that the contract value for the security deposit and performance guarantee calculation shall exclude final GST.

FORCE MAJEURE

If either party is rendered unable by Force Majeure to perform obligations under the contract, the relative obligations of the affected party shall be suspended upon notice for the duration of the cause. Force Majeure includes acts of God, declared or undeclared wars, riots, civil commotions, fires, floods, notices, and regulations of the Government of India, State Governments, or statutory agencies. The party alleging Force Majeure must notify the other party in writing immediately within twenty-four hours of its beginning and ending, providing full particulars and satisfactory evidence.

During suspension periods, the Agency shall not be entitled to any payment. If Force Majeure conditions continue or are reasonably expected to continue for more than fifteen days, Gasonet retains the option to terminate the contract agreement by giving seven days' written notice, upon which both parties will settle amounts payable up to the date of the occurrence.

BID EVALUATION

The bid evaluation process dictates that the price bids of only those bidders whose submissions are determined to be technically and commercially acceptable shall be considered for opening and evaluation. Bidders are required to quote their rates on the Schedule of Rates (SOR) specified in the tender document, inclusive of applicable Goods and Services Tax (GST), while factoring in the Retail Sale Price of Diesel or CNG based on the prevailing area rate as of the date the first order is placed in the respective Geographical Area (GA). The final ranking of the tenderers—such as L-1, L-2, and L-3—is determined in ascending order based on the Net Landed Cost to GASONET, which comprises the quoted rate (inclusive of applicable GST) minus any tax credit available to GASONET.

Following this evaluation methodology, the specific details and outcomes for the participating bidders are as follows.

Bidder	Quoted Rate (per MT)	GST Rate	Ranking / Status
Bidder 1	Rs. 1,000.00	18% (Inclusive)	L-1
Bidder 2	Rs. 1,200.00	5% (Inclusive)	L-3
Bidder 3	Rs. 1,150.00	5% (Inclusive)	L-2

SECTION – V

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	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY/ BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECKLIST
F-15	FORMAT FOR CERTIFICATE FOR BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	BIDDER'S QUERIES FOR THE PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	CONFIRMATION UNDER MSMED ACT 2006
F-21	INDEMNITY BOND
F-22	UNDERTAKING FOR EMD

F-1BIDDER'S GENERAL INFORMATION

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-1020, World Trade
Tower Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/ 36

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 *(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)*
21	Whether Micro/ Small/ Medium Enterprise	(Bidder to submit documents as specified by ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In the case of a Non-Corporate Entity, the bidder will submit documentary evidence for the same).

NOTE:

1) **ANY DOCUMENTARY EVIDENCE IN SUPPORT OF ABOVE TO BE AUTHENTICATED/ ATTESTED BY NOTARY PUBLIC**

2) **DOCUMENTARY PROOF AGAINST MSME CERTIFICATION MUST BE DULY CERTIFIED BY CHARTERED ACCOUNTANT AND NOTARY PUBLIC WITH LEGIBLE STAMP**

Place:
Date:

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

F-2

BID FORM

To,
GASONET SERVICES (RJ)/(HP)/(UK) LIMITED
Corporate Office: 1019-1020, World Trade Tower Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

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

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

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

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

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

Place:
Date:

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

F-3

LIST OF ENCLOSURES

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

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

Place:
Date:

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

F-4

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

(To be stamped following the Stamp Act)

Ref..... **Bank Guarantee No.....**

Date.....

To,

GASONET SERVICES (RJ)(HP)(UK) LIMITED

Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA

TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

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

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

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

In witness of which the Bank, through its authorized officer, has set its hand and stamp on this _____day of _____200 __at _____

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In the case of a foreign Bank, the said Bank's Guarantee is to be issued by its correspondent Bank in India on the requisite non-judicial stamp paper.

2. The expiry date should be arrived at following "ITB: Clause-15.1".

3. The Bank Guarantee by bidders will be given from the Bank as specified in "ITB".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.

5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/fax/phone number from where the earnest money bond has been issued.

6. Suppose a commercial Bank issues a Bank Guarantee. In that case, a letter to the Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent, along with documentary evidence.

.....

F-4A

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

To,

GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

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

Dear Sir,

1. You are, as a result of this, authorized to draw on.....(Name of Applicant with full address) for a sum not exceeding .....available by your demand letter (draft) on them at sight drawn for Rs..... accompanied by a certificate by Gasonet, with the Tender No. Duly incorporated therein that one or more of the following conditions has/have occurred, specifying the occurred conditions(s):

(i) The Bidder withdraws its Bid during the Bid validity period or any extension duly agreed upon by the Bidder.

(ii) The Bidder varies or modifies its Bid in a manner not acceptable to Gasonet during the bid validity period or any extension duly agreed by the Bidder.

(iii) The Bidder, having been notified of the acceptance of its Bids,
   (a) Fails or refuses to execute the Supply Order/ Contract
   (b) Fails or refuses to furnish the Contract Performance Security within 30 days before the expiry of Bid Security.
   (c) Fails to accept arithmetic corrections as per tender conditions.

2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No. ..... for.....(Item)

3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences arising in the event of the non-acceptance or non-payment of the Demand Letter (draft) in accordance with the terms of this credit.

4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under: .....

6. All foreign as well as Indian bank charges will be on the account of M/s. ..... (Applicant)

FOR .....

Authorised Signature (Original Bank) **Counter Signature**

F-5

LETTER OF AUTHORITY

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

Ref: Date:

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

[1] Name & Designation_____Signature_____
Phone/Cell:
Fax:
E-mail: ……@…….

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

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

Yours faithfully,

Place:
Date:

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

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

F-6

"NO DEVIATION" CONFIRMATION

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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:
Date:

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

To be submitted on the bidder's Letter Head

F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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:
Date:

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

To be submitted on the bidder's Letter Head

F-8

CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

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

Place:
Date:

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

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, 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 (UK) LIMITED,** Corporate Office: 1019-1020, 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 (UK) 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-10

AGREED TERMS & CONDITION

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

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

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

Place:
Date:

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

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

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

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

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

  Reasons for non-submission of bid:

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

F-12

UNDERTAKING ON LETTERHEAD

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

Place:
Date:

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

F-13

BIDDER'S EXPERIENCE

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

Place:
Date:

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

F-14

CHECKLIST

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

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

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

SN	DESCRIPTION	CHECKLIST	YES/ NA	NO
1.	**TENDER FEE**	**Rs. .00**		
	DD	DD NO. _____ dated_____ For **Rs._.00** in favour of **GASONET** payable at Mumbai	YES/ NA	NO
2.	EMD	**Rs.**		
A	DD	DD No. _____ dated _____ Drawn on ___(bank) for Rs. In favour of **GASONET,** payable at Mumbai	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 30 DAYS	YES/ NA	NO
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	**Duly certified by the Chartered Accountant (not an employee or a Director or not having any interest in the bidder's company/ firm) and Notary Public with Legible stamp as** MENTIONED IN CLAUSE NO.40 OF ITB.	YES/ NA	NO
2.	BID VALIDITY UP TO THREE MONTHS	ACCEPTED	YES	NO
3.	Copy of **WORK ORDER** (WO)/LOA and completion/ execution certificate **as stipulated in BEC**	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by the **Chartered Engineer and Notary Public.** For instance, a **Work order/ LOA** must indicate the Nature of work/ service, various components/ items, period, and value. Similarly, the completion certificate/ execution certificate must reference the relevant work order, Actual value of executed work, and Actual completion date.	YES/ NA	NO
6.	**FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BEC**			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit and Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. **FY: _____** [to be reckoned from bid due date] along with the un-price bid.	YES/ NA	NO
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit and loss Statement of **FY: _____**meeting the NET WORTH & Working Capital requirement.	YES	NO

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

Place:
Date:

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

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

F – 15

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE
(To be provided on Bank's letterhead)

Date:

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

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

The Customer has informed us that they wish to bid for GASONET's RFQ/ Tender No. **GASONET/C&P-MDPE LAYING & LMC/2026-27/32** dated..... for **"Services for_____"** and as per the terms of the said RFQ/ Tender, they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

For .....(Name & address of Bank)

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

F – 16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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:

1. The financial year would be the same as generally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. 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."
4. **This certificate is to be submitted on the letterhead of the Chartered Accountant.**

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BIDDER'S QUERIES FOR THE PRE-BID MEETING

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER: _____

F-18

E-Banking Mandate Form

(To be issued on vendors' letterhead)

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

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

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

(Signature of vendor/ customer)

BANK CERTIFICATE

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

Date [Signature of Authorized officer of Bank]

F-19

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

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA

TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

1. We confirm that provisions of "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') apply to us and our organization falls under the definition of:

   a. Micro Enterprise - **[ ]**

   b. Small Enterprise - **[ ]**

   c. Medium Enterprise - **[ ]**

   (Please put a tick in the appropriate box.)

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

Place:
Date:

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

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

F-20

DECLARATION OF BID SECURITY

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigenda/addenda), we M/s _____(Name of Bidder) have submitted our offer/bid no._____.

We, M/s _____(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of Gasonet in this regard), if we are in breach of our obligation(s) as per following:

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by GSL during the period of bid validity:
    a. fail or refuse to execute the Contract, if required, or
    b. fail or refuse to furnish the Contract Performance Bank Guarantee, in accordance with provisions of tender document.
    c. fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure

Place:
Signatory
Date:
Seal of Bidder

Signature of Authorized

Name:

F-21
INDEMNITY BOND

To

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

NON-JUDICIAL STAMP PAPER (UTTARAKHAND STATE) OF REQUISITE VALUE DULY NOTARIZED.

WHEREAS Gasonet Services (UK) Limited (hereinafter referred to as "**GSRL**") which expression shall, unless repugnant to the context include its successors and assigns, having its corporate office at 807, World Trade Tower, Sector - 16, Noida – 201301 has entered into a contract with M/s* ..... (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set **out, inter-alia in the [** ***mention the work order/LOA/Tender No.*****]**and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

GSRL has also advised the Contractor to execute an Indemnity Bond in general in favour of GSRL indemnifying GSRL and its employees including directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GSRL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GSRL and all its employees including directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GSRL under or in relation to this contract. The Contractor undertakes to compensate and pay to GSRL and/or any of its employees including directors forth with on demand without any protest the amount claimed by GSRL for itself and for and on behalf of its employees including directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby agrees with GSRL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GSRL and/or any of its employees including directors arising out of said contract with respect to any such litigation / court case for which GSRL and/or its employees including directors have been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GSRL are settled by the Contractor and/or GSRL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :
For *[Contractor] Authorised Representative*

Place: Dated:

Witnesses:

1.
2

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UNDERTAKING OF EMD

To,
GASONET SERVICES (RJ)(HP)(UK) LIMITED
Corporate Office: 1019-
1020, World Trade Tower
Sector - 16, Noida – 201301, Uttar Pradesh

SUBJECT: ARC FOR HIRING CNG TRANSPORTATION OF HCV/MCV/LCV FOR HP GA
TENDER NO.: GASONET/C&P/GSL/HCV/MCV/LCV/HP/2026-2027/36

Dear Sir,
We, M/s. _____ (Name of the Bidder), having our registered office at _____ (Complete Address), hereby undertake and confirm that:
We have submitted our bid against the above-mentioned tender and undertake to keep our offer valid for the period specified in the Tender Document.
We understand that if we withdraw or modify our bid during the bid validity period, or if we are awarded the contract and fail to sign the contract agreement or submit the required Performance Bank Guarantee (PBG)/Contract Performance Bank Guarantee (CPBG) within the stipulated period, GASONET SERVICES (RJ) LIMITED shall have the right to take appropriate action as per the provisions of the Tender Document including blacklist.
We further undertake to comply with all applicable terms and conditions relating to EMD as stipulated in the Tender Document.
We hereby confirm that this undertaking shall be binding upon us and shall remain valid for the period specified in the Tender Document.

Place:
Date:

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

SECTION – VI

SCHEDULE OF RATES [SOR]

(Attached separately)