



**GASONET SERVICES (RJ) LIMITED**

**Design, Supply, Installation, Testing, Commissioning, and 5 Years of  
Comprehensive Operation & Maintenance of LNG Storage & Regasification  
Station along with all necessary auxiliary units at Bikaner & Churu GA**

**RESONANCE ENERGY PVT LTD**

**COMMERCIAL VOLUME I OF II**

***TENDER NO.: GSL/REPL/011/LNG***

**INTERNATIONAL COMPETITIVE BIDDING**

0	27/05/2023	DG	PG	AN
<b>Rev.</b>	<b>Date</b>	<b>Prepared By</b>	<b>Checked By</b>	<b>Approved By</b>



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

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## **INFORMATION FOR BIDS (IFB)**

### **(SECTION I)**

## 1.0 INTRODUCTION

1.1 The consortium of Dinesh Engineers Ltd., Resonance Energy Pvt. Ltd., and Tolani projects Pvt. Ltd has been authorized by PNGRB in 11 round of bidding for four Geographical Areas (GA's) of

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

The consortium has establish three companies namely Gasonet Service (HP) Ltd , Gasonet Service (RJ ) Ltd , Gasonet service (UK) Ltd, and GA of one and two above has been transferred to GA of Gasonet Services (HP) Ltd , Gasonet Services ( RJ) Ltd respectively and GA of 3 and 4 above has been transferred to Gasonet Services (UK )Ltd

1.2 All These companies are engage in City Gas Distribution to supply natural gas for domestic, automobile, industrial and commercial and have corporate office at 807, World Trade, Sector 16, Noida-201301, The corporate is managed by Gasonet Service Ltd.

1.3 Resonance Energy Pvt. Ltd. (REPL) has been appointed as the Project Management Consultant for providing consultancy services for CGD Expansion Project for PNG in the State of Rajasthan (hereinafter referred as Consultant), by GSL..

## 2.0 DETAILS OF BID DOCUMENT

A.	<b>SUBJECT</b>	DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, AND 5 YEARS OF OPERATION & COMPREHENSIVE MAINTENANCE OF LNG STORAGE & REGASIFICATION STATION ALONG WITH ALL NECESSARY AUXILIARY UNITS AT BIKANER & CHURU GA
B.	<b>TYPE OF BID</b>	International competitive bidding
C.	<b>TENDER DOCUMENT NUMBER</b>	Tender no.: GSL/REPL/011/LNG
D.	<b>COMPLETION PERIOD</b>	(06) Six Months from date of LOI/Contract for Design, Supply, Installation, Testing and Commissioning of LNG Storage & Regassification unit and 5 years for Operation & Maintenance Services including defect liability period.
E.	<b>PRE-BID MEETING DATE &amp; TIME</b>	<b>08 June, 2023 at 15:00 HRS IST</b> , Via VC Meeting link shall be shared separately by email.

F.	<b>BID SUBMISSION DATE &amp; TIME</b>	<b>27<sup>th</sup> June, 2023 till 15:00 HRS IST.</b> Bids should be submitted by E-mail as per clause no. 8 of IFB	
G.	<b>BID SECURITY (EMD)</b>	INR 12,000,00/- OR USD 14,000 /-	
H.	<b>BID DOCUMENT FEE</b>	Not Applicable	
I.	<b>BID VALIDITY</b>	180 days from the bid due date.	
J.	<b>TECHNICAL BID OPENING DUE DATE</b>	<b>27<sup>th</sup> June, 2023 till 15:30 HRS IST</b>	
K.	<b>COMMERCIAL BID OPENING DUE DATE</b>	Date & Time shall be intimated to the technically qualified bidders	
L.	<b>ADDRESS FOR CORRESPONDENCE</b>	<p>Mr. Dipesh Negi  <b>Assistant Manager ( C &amp; P )</b>  <b>Gasonet Services (RJ) Limited</b>            Corporate Office: 807, World Trade Tower, Setor-16, Noida, Uttar Pradesh. Pin Code-201301            Contact No.: +917490042375            Mail Id: <a href="mailto:dipesh.negi@gasonet.in">dipesh.negi@gasonet.in</a></p>	<p>Ms. Prakriti Gajar            Manager (Project)            Resonance Energy Pvt. Ltd.            Office Address: C-75, Kanoli, Sector-10, Noida- 201301            Contact: +91 8800259812            Mail Id: <a href="mailto:prakriti@energyworld.biz">prakriti@energyworld.biz</a></p>

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

### 3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from M/s. Gasonet Services (RJ) Limited and M/s. Resonance Energy Pvt. Ltd. (Website <https://www.gasonet.in/html> and <https://www.energyworld.biz>) for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

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

### 4.0 BRIEF DESCRIPTION OF PROJECT

**4.1** The present project is Design, Supply, Installation, Testing, Commissioning and 5 years of Operation

& Comprehensive Maintenance of LNG Storage & Regasification System in the state of Rajasthan to ensure uninterrupted supply of natural gas to Domestic, Commercial and Industrial consumers. GSL invites bids through single stage two envelopes system from eligible bidders for Design, Supply, Installation and Commissioning of LNG storage & regasification system in the state of Rajasthan as defined in bid document.

## 4.2 BRIEF SCOPE

### 4.2.1 SUPPLY PORTION

Scope includes Design, Supply, Installation, Commissioning of LNG Storage & Regasification station along with All necessary auxiliary units up to dispenser (excluding dispenser) at Bikaner & Churu GA, as mentioned below:

Item Description	Quantity	Total Approx. Capacity / Flowrate
Vacuum Insulated Storage Tank	56*2	112 KL
Submerged Unloading Pump	(1)	350 LPM
HP Pump	(1+1)	24 LPM
MP Pump	(1+1)	70 LPM
HP Vaporizer	(1+1)	200 to 250 Bar @1200 SCMH
MP Vaporizer	(1+1)	33 to 38 Bar @ 2500SCMH
Boil of Gas vaporizer (BOGV)	1	
Medium Pressure Regulating Skid (MPRS)	1	
Low Pressure Regulating Skid (LPRS)	1	

- 4.2.2 Scope includes Design and supply of Instrumentation, automation, PLC & SCADA system, safety system etc. complete in all respects to satisfy all applicable codes and statutory norms in India.
- 4.2.3 Scope also includes Design and supply of Electrical items pertaining to LNG area and Scope also include Design and supply of Firefighting facilities as per T4S and PNGRB guidelines complete in all respects to satisfy all applicable codes and statutory norms in India and as per tender specifications.
- 4.2.4 Supply of Special Tools & Tackles to carry out Erection, Start-up, Commissioning, Operation and Maintenance of supplied package. The scope shall also include obtaining approvals/taking permissions from statutory authorities (PESO approvals etc.)



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***Note:** The work will be executed on Turnkey Basis. Civil works, architectural works and structural works are excluded from the scope of the present tender. However, Bidder shall furnish the detailed construction drawings of foundations of their vessels/ equipment/ supports etc. which shall be constructed by the contractor through another tender.*

### **4.3 OPERATION AND COMPREHENSIVE MAINTENANCE PORTION**

- 4.3.1 Supply of manpower for Operation and Maintenance Services during Warranty Period (1st year) & four years after Warranty period.
- 4.3.2 Comprehensive Maintenance Services during Warranty Period (1st year) & four years after Warranty period inclusive of consumables and spares.
- 4.3.3 All local approvals / NOC (including District Magistrate NOC) including PESO approval for complete system & for items as per relevant Codes, PESO & PNGRB requirement for LNG Storage & Regasification System.

### **4.4 TYPE AND DURATION OF CONTRACT**

- 4.4.1 Rates will be firm and fixed during the contract period.
- 4.4.2 Design, Engineering, Manufacturing, Inspection, Supply, Transportation, Installation, Testing & Commissioning of LNG Equipment: The duration of contract shall be Six (06) months from the date of issuance of LOI/PO/LOA/NOTIFICATION OF AWARD.
- 4.4.3 Operation & Comprehensive Maintenance: The duration for comprehensive maintenance shall be five (05) years (1 year during warranty and 04 years post warranty).

### **5.0 SCHEDULE FOR SUPPLY OF STORES / WORKS**

Delivery of LNG dispensing facilities shall be in lots. All LNG equipment shall be supplied commissioned as per the schedule given below.

#### **5.1 Supply: Schedule for Supply:**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Completion Period</b>
1.	Design, Engineering, Manufacturing, Inspection, Supply, Transportation, Installation, Testing & Commissioning of LNG Equipment.	06 (Six) Months from date of Purchase Order/LOI by GSL

**Delivery basis to be on Delivered Duty Paid (DDP at site).**

## 5.2 Service Portion

Sr. No.	Description	Completion Period
1.	Operation & Maintenance Services	5 years after commissioning of system.

## 6.0 CONTRACT PERIOD

For Design, Engineering, Manufacturing, Inspection, Supply, Transportation, Installation, Testing & Commissioning: 6 (Six) months from the date of “Letter of intent (LOI)”.

For Operation & Maintenance Services: 5 Years after the commissioning of system.

The total Contract duration shall be 5 years Six Months from the date of Letter of Intent (LOI).

## 7.0 BID VALIDITY

Bid should be valid for 180 days from the bid due date.

## 8.0 BIDDING PROCEDURE

8.1 Bidding will be conducted through International Competitive Bidding basis. Single stage two bid system is adopted for this tender.

8.2 Tender document will be shared through e-mail and bidder can also download tender document through Resonance Energy website [www.energyworld.biz](http://www.energyworld.biz) and Gasonet (RJ) Ltd website [www.gasonet.in](http://www.gasonet.in).

8.3 The submission and opening of bids will be through e-mail at [ravibhushan.kumar@gasonet.in](mailto:ravibhushan.kumar@gasonet.in), [dipesh.negi@gasonet.in](mailto:dipesh.negi@gasonet.in), [dhanul@gasonet.in](mailto:dhanul@gasonet.in) and [akhilesh@energyworld.biz](mailto:akhilesh@energyworld.biz)

## 9.0 BANK DETAIL

**Gasonet Services (RJ) Limited**

Bank Name- **HDFC BANK**

BANK ACC. NO. – **57500000994292**

IFSC CODE – **HDFC0004435**

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

## 10.0 BID EVALUATION CRITERIA (BEC)

### A. TECHNICAL CRITERIA:

**A.1** Bidder must comply following criteria:



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- i. The bidder shall have designed, manufactured/assembled, supplied, installed, successfully commissioned cryogenic LNG storage tanks (at least one number of minimum capacity 56 KL) and regasification unit, in previous 7 years reckoned from bid due date.
- ii. If the bidder is not a manufacturer, then the bidder must furnish a written agreement from their manufacturer to own complete responsibility for design, QA/QC, after-sales technical support, unconditional guarantee/warranty, post-warranty service, and after-sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of the contract under the bid document.

**Note: -**

1. Experience of the bidder acquired as a sub-contractor can be accepted against submission of a certificate from the end user by the such bidder along with other specified documents.
2. A Job executed by a Bidder for its plant/ project cannot be considered as experience to meet the BEC of this Tender Document. However, jobs performed for a Subsidiary/Fellow subsidiary/Holding company will be regarded as experience to meet BEC subject to submission of a tax-paid invoice (s) duly certified by the Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such Bidders are to submit these documents and those specified to meet BEC.
3. Bidding through JV / Consortium bids can be considered provided as below:
  - a) The equipment manufacturer has a maintenance team in India.
  - b) The foreign vendor has a subsidiary in India or has a Joint Venture with not less than 50% equity holding.
  - c) Foreign Vendors / Equipment manufacturers shall not have a similar arrangement with any other party in India.

**The Equipment in the package offered by the vendor shall have to be part of the package based on which vendor is seeking qualification under BEC or must have worked elsewhere for not less than the qualifying period.**

**DOCUMENTS**

Documents Required to be uploaded/submitted by bidder along with the bid for qualification of BEC:

BEC Cl. No.	Description	Documents Required for Qualification
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A. (i)	Experience	<p>a) Copy of detailed Work Order/Purchase Order / Contact along with Schedule of Rates.</p> <p>(b) Copy of completion certificate issued by end user / Owner (or their consultant whom the owner has duly authorized to issue such certification)).</p> <p align="center">OR</p> <p>Execution certificate (issued by the end user/owner/authorized consultant) in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commissioning. <b>Note: The completion certificate / execution certificate shall have details like work order no. / client name, date, brief scope of work, completion date etc.</b></p>
A.(ii)	Manufacturer of cryogenic storage tanks	<p>Valid ISO/ NSIC/ MSME certificate or any other statutory document to prove that bidder is a manufacturer/assembler of cryogenic storage tanks.</p> <p><b>Note: The statutory document submitted should indicate that the bidder is a manufacturer/assembler of cryogenic storage tanks.</b></p>
A.(iii)	Bidder using credentials of Manufacturer: Proof of manufacturer of cryogenic storage tanks meeting past experience	<p>Bidder to submit the manufacturer's copy of,</p> <p>a) Documents required against sl. no. A.(i) &amp; A(ii) above in respect of manufacturer meeting BEC- technical.</p> <p>b) Documents as stated under clause No. c below (i.e. Supporting company clause of this BEC).</p> <p>c) A written agreement from their manufacturer to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warrantee, post warrantee service and after sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of contract in accordance with the bid document.</p> <p>d) Bidders to submit a declaration Letter stating that they are qualifying based on their manufacturer's past supply experience.</p>
Note to cl.no.2	Job executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company

A.(iv)	Certificates	ISO Certificate, PESO /ATEX Certificate or other documentary evidence supporting requirement
A.(v)	Financial Document	Bidder to submit preceding three years Audited Financial Statement.

## B FINANCIAL CRITERIA

### a) Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the three preceding financial years shall be as below:

Annual turnover (in Rupees)	Annual turnover in Dollars ( USD)
₹ 6.00 Crores	\$ 7,40,000

### b) Net Worth

The net worth of the bidder as per the audited financial statement for the immediate preceding financial year must be positive.

### c) Working Capital

The contractor should have a minimum working capital per the latest audited balance sheet.

Working Capital (in Rupees)	Working Capital in Dollars (USD)
₹ 1.20 Crores	\$ 1,48,000

(If the bidder's working capital is inadequate for the items(s) quoted, the bidder should supplement this with a letter from the bidder's bank, having a net worth not less than Rs.100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital required as above. Line of credit must contain Tender No., Tender Description and Client Name. A scheduled bank must issue a letter for a line of credit).

### Notes for Technical BEC

*In case the bidder is executing a rate contract of above nature which is still running and the*

*contract value executed till one day prior to tender issue date is equal to or more than the minimum prescribed value mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / authorized consultant.*

**Notes for Financial BEC**

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

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

**11. PRE-BID MEETING**

- a) Pre-bid Meeting shall be held via Video conference, Link shall be shared separately via mail.
- b) A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail as mentioned in the TENDER DOCUMENT. All questions/ queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting. Email for correspondence shall be [cp12@energyworld.biz](mailto:cp12@energyworld.biz) , [dipesh.negi@gasonet.in](mailto:dipesh.negi@gasonet.in), [cp11@energyworld.biz](mailto:cp11@energyworld.biz) , [prakriti@energyworld.biz](mailto:prakriti@energyworld.biz),
- c) Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavor to attend the same.
- d) Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever, to raise any queries or concerns regarding any part of the TENDER DOCUMENT, subsequent to the meeting. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the pre- bid meeting.

**12. GENERAL**

- 12.1 GSL also reserves the right increase or decrease the scope of work before or after award of work.
- 12.2 GSL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.3 Purchaser/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.
- 12.4 The Bidder should not be on holiday list/ blacklisted by any government (National, State

or local Governments), PSU, PSU-JV, government ministry and/ or other government entities, CGD Company in India.

### **13.0 EVALUATION METHODOLOGY**

- 13.1 Evaluation and comparison of bid shall be carried out according to the BEC criteria of the tender.
- 13.2 The “Schedule of Rates” including GST quoted shall be carried out on Totality/overall L-1 basis. The total quoted price in “Schedule of Rates” for complete scope of work shall be taken up for evaluation.
- 13.3 In case it is observed that any bidder has not quoted (left blank) for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- 13.4 The OWNER / Consultant will evaluate and compare the price-bids who are found to be techno-commercially qualified.



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## **INSTRUCTIONS TO BIDDERS (ITB)**

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## A. INTRODUCTION

### 1.0 SCOPE

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

### 2.0 ELIGIBILITY OF BIDDERS

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

### 3.0 ONE BID PER BIDDER

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

forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

**3.3** Alternative bids are not acceptable.

#### **4.0 COST OF BIDDING**

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

#### **5.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS**

Bid document is non-transferable.

#### **6.0 SITE SURVEY**

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

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

### **B. BID DOCUMENTS**

#### **7.0 CONTENTS OF BID DOCUMENTS**

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

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

Volume – II : Technical

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

## 8.0 CLARIFICATION ON BID DOCUMENTS

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

## 9.0 AMENDMENT OF BID DOCUMENTS

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

## C. PREPARATION OF BID DOCUMENT

### 10.0 LANGUAGE OF BID

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

### 11.0 DOCUMENTS COMPRISING THE BID

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

- 11.1** The detailed requirements, specifications and scope for items/ services required are prescribed in the TENDER DOCUMENT. The BIDDER is expected to examine all instructions, forms, terms and specifications mentioned in the TENDER DOCUMENT.
- 11.2** The BIDDER is expected to thoroughly examine and understand TENDER DOCUMENT including all exhibits, annexures, Forms, Formats, drawings etc., enclosed in the TENDER DOCUMENT, before submitting the BID.
- 11.3** The successful BIDDER shall be expected to complete the Scope of TENDER DOCUMENT within the period stated in the TENDER DOCUMENT.
- 11.4** Failure to furnish all information required by the TENDER DOCUMENT or submission of a BID not substantially responsive to the TENDER DOCUMENT in every respect shall be at the BIDDER'S risk and responsibility and may result in rejection of its BID.
- 11.5** The BIDDER shall quote non-zero prices for all the line items strictly as per format for SCHEDULE Of RATES (SOR) enclosed/published with the TENDER DOCUMENT. The BID is liable to be rejected if there is any deviation from the SCHEDULE Of RATES (SOR) format, item/ service description, unit of measurement, quantities or any other format, condition or content prescribed in the TENDER DOCUMENT. The BID shall be rejected if BIDDER does not quote for any line item in the SCHEDULE Of RATES (SOR).
- 11.6** BIDDER shall quote for all the items of SCHEDULE Of RATES (SOR) after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the SCHEDULE Of RATES (SOR). In case of any activity, though specifically not covered in description of item under SCHEDULE Of RATES (SOR), required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, or any other part of TENDER DOCUMENT, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 11.7** The BIDDER or any of its personnel or agents shall be granted permission by the OWNER to enter its premises and land for the purpose of such visits, but only upon the express condition that the BIDDER, its personnel, and agents shall indemnify the OWNER and its personnel and agents from and against all liabilities in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 11.8** Copy of Invitation for Bid letter along with its enclosures accompanying the TENDER DOCUMENT and all further correspondence shall be submitted with sign and seal with the BID.
- 11.9** All the pages of all sections of TENDER DOCUMENT shall be signed and sealed at the lower right-hand corner by the BIDDER or by a person holding 'power of attorney' authorizing him/her to sign on behalf of the BIDDER before submission of BID.
- 11.10** All correction(s) and alteration(s) in the BID shall be signed and sealed in full by the BIDDER. No erasure or over writing is permissible.
- 11.11** If the TENDER DOCUMENT are submitted in company's name, a 'Power of Attorney', in the format given in Tender (Ref. Form F-4), in favor of the person who is authorized to sign BID on behalf of the company, must accompany the BID.
- 12.0 BID FORM**
- 12.1** The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 11 of ITB above.
- 12.2** In two-part bidding as specified in ITB cl.no.22, Bidder shall furnish its bid in two parts, the first part will contain all bid forms with related documents, SOR without prices but not the price schedule, the second part will contain only price schedule, each such part must be sent separately via mail as specified in clause no. 22 of ITB.
- 13.0 BID PRICES**
- 13.1** The Prices should be quoted in INR/USD. The bids will be evaluated in INR and conversion rate shall be taken as on the date of bidding.
- 13.2** The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes, duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipment, machineries, spares, loading & unloading at GSL site/store etc. and nothing extra shall be payable by the Purchaser. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.3** Prices quoted by bidder must be Delivered Duty Paid basis at site (DDP: Site)

- 13.4** Bidder must quote for complete scope of work & indicate prices against each SOR line item. Bid submitted for part scope shall be rejected.
- 13.5** Prices quoted by the bidder shall remain firm, fixed and valid until completion of the Awarded work. These prices will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 13.6** All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over- writings are permissible in the submitted documents.
- 13.7** Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 14.0 PRICE BASIS**
- 14.1** Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account (except statutory in taxes for Indian bidders).
- 15.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**
- 15.1** Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 15.2** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: that the Bidder has the financial and technical capability necessary to perform the contract; that the Bidder meets the qualification criteria stipulated in the tender.
- 16.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS**
- 16.1** The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 16.2** Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions

of the Technical Specifications.

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

**17.0 PERIOD OF VALIDITY OF BIDS**

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

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

**18.0 BID SECURITY/EMD**

The bid security will be submitted as below,

EMD	In Rupees (INR)	USD
	12,000,00/-	14,000 /-

- 18.1** All bids must be accompanied by a bid security amount as per tender requirement.
- 18.2** Bid security shall be in the form of banker's bank guarantee from any Schedule bank approved by Reserve Bank of India (RBI) as per Performa attached in the Tender document. The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for 06 (Six) months from date of bid submission.
- 18.3** Bid security in the form of Demand Draft in favor of GASONET SERVICES LIMITED, payable at Noida is also acceptable from any Schedule bank approved by Reserve Bank of India (RBI).
- 18.4** For Bank details refer to clause no 09 of IFB.

**19.0 FORMAT AND SIGNING OF BID**

- 19.1** The bidder shall prepare an original bid as required in the tender submitted same via e-mail.
- 19.2** All copies of the bid submitted shall be typed or written and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid

except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.

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

## **20.0 ZERO DEVIATION ACCEPTANCE**

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

- 20.2** BIDDER shall furnish a declaration for Zero Deviation Acceptance on letter heads as per the format given in Tender (Ref. Form F-4).

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

- 20.4** Conditional BID shall not be acceptable.

## **21.0 PUBLIC PROCUREMENT POLICY FOR MICRO, SMAL AND MEDIUM ENTERPRISES- Not Applicable**

## **22.0 PREPARATION & SUBMISSION OF BID**

- i.** Bid must be submitted through E-mail in two different file attachment.
- ii.** Bidder must attach the following documents in first file attachment
  - a)** Covering Letter
  - b)** Forms & Format
  - c)** Duly signed Tender document
  - d)** Un-priced SOR
  - e)** BEC technical & financial document
- iii.** Bidder must attach password protected file of Priced- SOR in second file attachment. Bidder must follow below instructions, for submitting password of price bid:
  - a)** File must be password protected of Twelve (12) characters.
  - b)** The password of Price-bid shall be divided into four parts with individual 3 (three) characters. The first part (first three characters) of the password shall be shared to email id: [ravibhushan.kumar@gasonet.in](mailto:ravibhushan.kumar@gasonet.in) second part (Next three characters) shall be shared to email id: [dhanul@gasonet.in](mailto:dhanul@gasonet.in) , the third part (Next three characters) shall be shared to email id: [dipesh.negi@gasonet.in](mailto:dipesh.negi@gasonet.in) and the fourth part (Last three characters) shall be shared to email id: [akhilesh@energyworld.biz](mailto:akhilesh@energyworld.biz).
  - c)** Unprotected submission of price bid shall be liable to rejection of bid.

## **23.0 DEADLINE FOR SUBMISSION OF BID**

- 23.1** The bid must be submitted through E-mail as specified in IFB not later than the time and date as specified in clause no.-02 of IFB.
- 23.2** The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

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

All tenders received after the notified time and date of closing of tenders will be treated as late tenders and shall not be considered for evaluation.

**25.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**D. BID OPENING AND EVALUATION**

**26.0 BID OPENING**

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

**27.0 CLARIFICATION OF BIDS**

- 27.1** All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in Toto failing which their bids are liable to be rejected.
- 27.2** During evaluation of the bids, the Owner / Consultant may, at its discretion, if

required, ask the Bidder for a clarification of its bid. The request for clarification and its response shall be through the e-tendering portal only, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

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

**28.0 CONTACTING THE OWNER**

**28.1** From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.

**28.2** Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

**28.3** Each Bidder should notify Purchaser of any error, fault, omission, or discrepancy found in this tender document, at least two (02) days prior to bid submission date, itself detailed out in this document earlier.

**29.0 PRELIMINARY EXAMINATION OF BIDS TECHNO-COMMERCIAL BID EVALUATION**

**29.1** The Owner/ Consultant will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**29.2** Prior to the detailed evaluation, the Owner/ Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.

**29.3** No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.

**29.4** The Owner/ Consultant's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Owner.

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

**29.6** Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

**29.7** Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.

**29.8** Requisite forms contain all necessary information stipulated in the Bid Document.

### **30.0 REJECTION CRITERIA**

**30.1** Minor nonconformities may be neglected and/or bidders may be required to rectify such minor nonconformities.

**30.2** The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:

- i) Firm price
- ii) Bidder Qualification Criteria (BQC) and scope of work
- iii) Specifications
- iv) Price schedule in other than prescribed format or with insertion of any condition(s)
- v) Delivery / completion schedule
- vi) Period of validity of bid
- vii) Price reduction schedule
- viii) Performance bank guarantee/ security deposit
- ix) Guarantee/warranty of goods / work
- x) Arbitration / resolution of dispute
- xi) Force majeure
- xii) applicable laws
- xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- xiv) Non-submission of price bid in price bid.
- xv) If the estimated price impact of the unquoted items is more than 10% of the bidder's

quoted price

- xvi) non-submission of declaration regarding holiday listing status
- xvii) Prices if received in unpriced bid envelope / cover-1 shall not be considered for evaluation and bid shall be summarily rejected.
- xviii) Penalty provisions

### **31.0 ARITHMETIC CORRECTIONS**

- 31.1** In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail, and the total bid amount will be corrected.
- 31.2** If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

### **32.0 EVALUATION AND COMPARISON OF BIDS**

- 32.1** Evaluation will be carried out on Totality basis. The total quoted price in “Schedule of Rates” for complete scope of work shall be taken up for evaluation.
- 32.2** Only those price bid offers which meets the eligibility criteria will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.
- 32.3** After opening of price bid, tax rates as quoted by different bidders for each item shall be compared and if any variation is observed amongst the qualified bids, then confirmation on applicable HSN/SAC codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

### **33.0 OTHER CONDITIONS RELATED TO BID EVALUATION**

- 33.1** Canvassing in any form will make the bid liable for rejection.
- 33.2** Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- 33.3** Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation Criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- 33.4** Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bidconditions after submission of bid.

- 33.5 Bid should be complete covering the total scope of work indicated in the Bid documents.
- 33.6 Price bid will be evaluated as per applicable all the taxes & duties as on date of Priced bid opening.

#### 34.0 PERFORMANCE CAPABILITY

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

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

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

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

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

### E. AWARD

#### 36.0 AWARD CRITERIA

36.0 Subject to various clauses of ITB, the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award on OVERALL LOWEST COST BASIS

36.1 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having higher/ highest turnover in last audited financial year.

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

### **37.0 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD**

- 37.1** Owner reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 37.2** Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e., no price adjustment shall be allowed after bid submission.

### **38.0 CONTRACT NEGOTIATIONS**

- 39.0** Purchaser will enter into negotiations with the preferred Bidder to identify any needed revisions to the proposal, both technical and commercial. The final contract must stipulate that the Bidder will deliver the services and other requirements as stated in the tender. The Bidder should also be aware that the following documents may be included as attachments to the final contract:
- 39.1** Response to this tender i.e. Techno-Commercial Un-Priced Bid and Price Bid, including any supporting documents and correspondence between the two parties pertaining to the tender.
- 39.2** Any modifications to the bid.
- 39.3** An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.

### **40.0 NOTIFICATION OF AWARD /LOA**

- 40.1** Prior to the expiration of period of bid validity, the Owner will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.
- 40.2** The date of Letter of Acceptance (LOA) for notification of Award will constitute effective date.
- 40.3** Contractor to ensure a Kick off meeting within seven (07) days of issuance of LOA, at GSL as per the agenda finalized by Owner/ Consultant.

### **41.0 ACCEPTANCE OF WORK ORDER**

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

### **43.0 CORRUPT AND FRAUDULENT PRACTICES**

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

Purchaser/Consultant:

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

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

#### **44.0 INCOME TAX LIABILITY**

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

#### **45.0 NOTIFICATION OF AWARD / LETTER OF ACCEPTANCE**

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

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

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

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

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

#### **46.0 EMPLOYEE PROVIDENT FUND (EPF)**

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

#### **47.0 DOCUMENT PRECEDENCE**

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

- a. Letter of Acceptance
- b. Schedule of Rates as enclosures to Letter of Acceptance
- c. Special Conditions of Contract
- d. Job / Particular Specifications
- e. Scope of Work
- f. Drawings
- g. Technical / Material Specifications
- h. General Conditions of Contract
- i. Indian Standards
- j. Other applicable Standards

#### **48.0 GENERAL**

**48.1** Any failure on the part of the Owner at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not affect or deprive the Owner to exercise the same at any later date.

**48.2** The work will be supervised by Owner's Engineer-In-Charge, or his representative and the Contractor has to strictly adhere to his instructions.

**48.3** During the tenancy of this contract, Owner can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

**48.4** Contractor will have to mobilize manpower & equipment as discussed in kick off meeting within 30 days from the date of Letter of Intent (LOI). The contract period shall be reckoned from the date of LOI.

**48.5** The agreed rates shall remain firm & fixed till the expiry of contract and the contractor

shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Owner or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

#### **49.0 SINGLE POINT RESPONSIBILITIES**

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



**Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA**



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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **SECTION III**

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## GENERAL CONDITIONS OF CONTRACT

### 1 DEFINITIOS

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

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



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Contractor covered under the scope of the Agreement.

- 1.15 'Site' or 'Owner's stores' means the place Gasonete or places named in tender document.
- 1.16 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.17 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.18 'Bid' or 'Tender' shall have the same meaning.

## **2 INTERPRETATION OF CONTRACT DOCUMENT**

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

## **3 CONFIDENTIALITY**

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



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- (iii) Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

#### **4 CONTRACT PERFORMANCE BANK GUARANTEE**

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

#### **5 INSPECTIONS AND TESTS**

- 5.1 Refer SCC Clause 3.0.

#### **6 TRANSPORTATION**

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



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for transit insurance.

## **7 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD**

- 7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Biddocument and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.
- 7.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to GASONET.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.

## **8 PRICES**

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

## **9 TAXES, DUTIES, ETC.**

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 9.2 Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub- Contractor of such laws, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- 9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.



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## **10 STATUTORY VARIATION**

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

## **11 PAYMENT**

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

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

## **12 SUBCONTRACTING**

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

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

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

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

## **13 DELAYS IN THE CONTRACTOR'S PERFORMANCE**

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

13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with



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such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at

its option by written notice to the CONTRACTOR:

- 13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorized or required to be reserved or retained by the OWNER.
- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a



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corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

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

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

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

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

#### **15 TERMINATION FOR DEFAULT**

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

15.2 The Owner may terminate the Agreement when the Contractor's situation at any time after Notification



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

## **16 CHANGE IN CONSTITUTION**

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

## **17 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**

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

## **18 CONTRACTOR'S OFFICE AND STORE AT SITE**

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

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

## **19 CONTRACTOR TO INDEMNIFY THE OWNER**

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

19.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the



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CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

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

## **20 SAFETY REGULATIONS**

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

## **21 OTHER AGENCIES AT SITE**

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

## **22 LIENS**

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

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

## **23 TERMINATION FOR OWNER'S CONVENIENCE**

23.1 The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.



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23.3 For the remaining Goods, the Owner may elect:

- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- (c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

#### **24 PAYMENT IF THE CONTRACT IS TERMINATED**

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- (d) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- (e) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.

24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

- (f) Any and all completed works.
- (g) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

#### **25 NO WAIVER OF RIGHTS**

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

#### **26 PLANNING**

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

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

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,



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

- 26.3 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.
- 26.4 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.
- 26.5 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

## **27 PROGRESS**

- 27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.
- 27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.
- 27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.
- 27.4 The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

## **28 WORK IN MONSOON AND DEWATERING**

- 28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

## **29 WORK ON SUNDAYS AND HOLIDAYS**

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

## **30 SETTLEMENT OF DISPUTES**



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

### **31 LIMITATION OF LIABILITY**

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

### **32 GOVERNING LANGUAGE**

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

### **33 APPLICABLE LAW**

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

### **34 NOTICES**

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



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

## 35 INSURANCE

### 35.1 General

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

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

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

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

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

#### i) **EMPLOYEES STATE INSURANCE ACT:**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB- CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's



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Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and

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

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

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

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

The policy shall indicate:

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

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

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

iv) **TRANSIT INSURANCE**

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

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**



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

**vi) Comprehensive General Liability INSURANCE**

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

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

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

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

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

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

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

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

The policy shall indicate:

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

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



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

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

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

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

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

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

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

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

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

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

### 37 DATE OF COMING INTO EFFECT

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

### 38 EXECUTION OF WORK



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

### **39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES**

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

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

### **40 CARE OF WORKS**

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

### **41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS**

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

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

### **42 OWNER MAY DO PART OF WORK**

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and



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material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

#### **43 POSSESSION PRIOR TO COMPLETION**

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

#### **44 SUSPENSION OF WORKS**

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

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

#### **45 CARE OF WORKS**

45.1 Defects prior to taking over:

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

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

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the



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WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

45.2 Defects after taking over:

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

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

**46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

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

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

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

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



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the OWNER under the CONTRACT for such defective plant.

#### **47 DEFENCE OF SUITS**

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

#### **48 DEDUCTIONS FROM THE CONTRACT PRICE**

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

#### **49 COMPLETION CERTIFICATE**

49.1 Application For Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate

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

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the



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CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**49.3 Completion certificate documents**

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

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

**50 FINAL DECISION AND FINAL CERTIFICATE**

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

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

**51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION**

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

**52 CONTRACTOR'S RESPONSIBILITY**

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

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



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- 52.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.
- 52.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.
- 52.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

### **53 MODIFICATION IN CONTRACT**

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

### **54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES**

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

### **55 SUB-LETTING OF CONTRACT**

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

### **56 EMPLOYMENT LIABILITY OF CONTRACTOR**

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



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- 56.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.
- 57 COMPLIANCE OF LAWS**
- 57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour (“Regulation & Abolition”) Act 1970 and Acts made thereafter
- 57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act
- 57.4 1948, Contract Labour (“Regulation & Abolition”) Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 57.5 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner’s contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 57.6 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 57.7 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor’s personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 57.8 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor’s personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by Owner.
- 57.9 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a



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workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

## **58 THE ENGINEER-IN-CHARGE**

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

## **59 REPATRIATION AND TERMINATION**

- 59.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.
- 59.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.
- 59.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

## **60 INDEMNITY**

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

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

## **61 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT**

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



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experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working.

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

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

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

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

## **62 JURISDICTION**

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

## **63 FORCE MAJEURE**

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

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

63.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides, Contractor shall stop the Work. In case of any emergency, contractor



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shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.

- 63.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) Hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 63.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

## **64 GENERAL TERMS & CONDITIONS OF WORKS CONTRACT**

### **1. SUBMISSION OF TENDER**

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

### **2. STATUTORY LEVIES**

- A. The Contractor accepts full an exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central I State enactments, in respect of sale of goods I services covered under this bid shall be to GASONET's account, so long as:

- They relate to the period after the opening of the price bid, but before the contracted completion period ( excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.

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

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

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

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

## **65 General Terms & Conditions For Supply**



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1. PRICE

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

the order execution to take longer than the delivery period specified in the order.

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

2. TAXES & DUTIES:

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

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

3. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. GASONET shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.

- b. All downward variations in the rates of all such duties shall be to GASONET's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to GASONET for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).

- c. Custom Duty variation shall be paid by GASONET up to the limit of maximum CIF value of imported components as indicated in the offer.

- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of



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returns within the Due dates etc. to enable GASONET to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable GASONET to take Input Tax Credit

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

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

## **66 GENERAL TERMS & CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES**

### **A STATUTORY LEVIES, TAXES AND DUTIES**

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



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reasons attributable to Consultant.

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

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

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



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## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **(SECTION – IV)**

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor/ supplier shall perform certain work or provide certain facilities, it is understood that the Contractor/ supplier shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence
- a) Contract Agreement
  - b) Detailed letter of acceptance alongwith its enclosures
  - c) Letter of Intent / fax of acceptance
  - d) Job specifications (specific to particular job only)
  - e) Drawings
  - f) Special Conditions of contract (SCC)
  - g) Technical specifications
  - h) Instruction to Bidders
  - i) General Conditions of Contract
  - j) Other documents
  - k) Additionally, any variation or amendment/change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Appendix.
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the

instructions directions of the Engineer-in-Charge, which will be binding on the Contractor.

## 2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document.

## 3.0 CONSTRUCTION WATER AND POWER SUPPLY

No water and power will be provided by the owner. It should be the responsibilities of the contractor to arrange water and power at his own cost.

## 4.0 CONTRACT PERIOD

Refer to clause no. -02 (D) of IFB

## 5.0 COMPLIANCE WITH LAWS

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

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

## 6.0 GOVERNMENT OF INDIA NOT LIABLE

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

claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

## 7.0 LIMITATION OF LIABILITY

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

7.2 The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;
- or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;
- or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

## 8.0 SUBSEQUENT LEGISLATION

All duties, taxes (including tax on works contract/ trade tax / turnover tax/ GST as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractors account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date shall be to the GSL's account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractors account.

## 9.0 TAXES, DUTIES AND LEVIES IN INDIA

9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, IGST, Cess etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons, employed by the



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Contractor and the Contractor shall be responsible for the compliance, with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor Subcontractor of such laws, regulations or requirements and also from all claims, suits proceedings that may be brought against the Owner/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

9.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

#### 10.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

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

#### 11.0 CUSTOM DUTY

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

11.2 The custom duty and other import duties payable on materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contact price. However, the Owner/Consultant shall pay statutory variation in custom duty, if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

## 12.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

- 12.1 Contractor is liable to pay custom duty on the equipment's brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for reexport of equipment and machinery, on completion of the project.
- 12.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Owner/Consultant, the Owner/Consultant may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Owner/Consultant, of the like amount in the form and from a Bank in India approved by the Owner/Consultant.
- 12.3 If for any reason the Owner/Consultant is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Owner/Consultant pay the same to the Owner/Consultant, with the right in the Owner/Consultant (without prejudice to any other mode of recovery or right of the Owner/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Owner/Consultant, by the Contractor in favour of the Owner/Consultant for an amount equivalent to amount of custom duty
- 12.4 The obligations undertaken and/or any bond or facility provided by the Owner/Consultant to the Contractor shall be based on the clear understanding that the said equipment shall be utilised by the Contractor only for the performance of the work covered under this contract and that the Owner/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilise or permit to be utilised the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @22% (Twenty two percent) per annum from the date of relative payment by Owner/Consultant up to the date of recovery in full.

## 13.0 INCOME TAX & CORPORATE TAX

- 13.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 13.2 Corporate Tax liability, if any, shall be to the contractor/ suppliers account.
- 13.3 Works Contract tax/ VAT as may be applicable shall be deducted as per the trade tax act.



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#### **14.0 IMPORT LICENCE**

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

#### **15.0 ISSUE OF ESSENTIALITY CERTIFICATE**

15.1 No essentiality certificate shall be issued by GSL.

#### **16.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS**

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

#### **17.0 INTELLECTUAL PROPERTY**

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

#### **18.0 FIRM PRICE**

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

#### **19.0 WORKS CONTRACT**

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

#### **20.0 PROVIDENT FUND ACT (FOR INDIAN BIDDERS ONLY)**

The Contractor/ supplier shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor/ supplier shall deposit



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Employees and Owners contributions to the RPFC every month. The Contractor/ supplier shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

## **21.0 MECHANISED CONSTRUCTION**

21.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

21.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Owner/Consultant/Consultant in this regard shall entertain no claim whatsoever.

## **22.0 MEASUREMENT OF WORKS**

Work will be measured as per good engineering practice & as defined in bid document.

## **23.0 EXECUTION OF ELECTRICAL WORKS**

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

## **24.0 SITE HANDOVER AND PERMITS:**

The Owner shall provide to the Contractor/ supplier free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor/ supplier shall complete all site activities including Site Acceptance test (SAT) & handing over of system to Owner.

The Contractor/ supplier shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor/ supplier shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor/ supplier to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor/ supplier shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the

work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor/ supplier is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

## **25.0 LOCATION OF BIDDERS STORAGE FACILITY**

25.1 The Contractor shall arrange suitable facility preferably at nearby location, for storage & preservation of supplied items as mentioned in scope of work and bid document.

25.2 Contractor shall be fully responsible for safe custody, storage and preservation for all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Owner at no extra cost.

## **26.0 STATUTORY APPROVALS**

26.1 The contractor shall arrange all local approvals / NOC (excluding District Magistrate NOC) including PESO approval for complete system & for items as per relevant Codes, PESO & PNGRB requirement for LNG Storage & Regasification System.

## **27.0 TESTS AND INSPECTION**

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

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

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

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

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

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

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

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

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

## **28.0 INSPECTION OF SUPPLY ITEMS**

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

28.2 Inspection calls shall be given for associations of Owner/Consultant's representative as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner/Consultant and copies shall be made available to Owner/ Consultant before-hand for undertaking inspection.

28.3 The contractor shall ensure full and free access to the inspection Engineer of Owner/Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

28.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.

28.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a Owner/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

28.6 On receipt of material on site, visual inspection shall be carried out to ensure no damage to supplied equipment.

## **29.0 FINAL INSPECTION**

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

brings them to his notice. The Owner/Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

### 30.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 30.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.
- 30.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by OWNER/CONSULTANT. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to OWNER/CONSULTANT in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 30.3 Owner/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

### 31.0 PRICE REDUCTION SCHEDULE (PRS)

- 31.1 In case there is delay in delivery of goods / completion of the work/services attributable to the supplier / contractor / service provider, the supplier / contractor/ service provider shall pay as compensation for delay and not as penalty in form of price reduction as detailed here under.
- 31.2 If the supplier / contractor / service provider fails to deliver any or all of goods or performance of the work/service within the time period(s) specified in the Order, GSL shall without prejudice to any other remedy(s) under the Order, reduce the contract value by a sum calculated as mentioned below:

**Supply Installation, Testing and Commissioning portion:** @ ½ % (Half Per Cent) per week of delay for supply Installation, Testing and Commissioning of LNG storage and regasification system.

Maximum PRS will be 5% of value of Supply, Installation, Testing and Commissioning.

The contract value to be considered for application of PRS shall be inclusive of all taxes and duties.

#### **Penalties during O&M period: -**

In case of stoppage of PNG & CNG supply from LNG regasification unit due to dry out or any other O & M related reason or any reason pertaining the scope of operator then this loss will be recovered from the monthly fixed payment. This loss will be calculated on pro-rata fixed charges for stoppage period. In addition to this, GSL will recover Rs.1,00,000 per day for the stoppage of gas supply. Accordingly, Service provider will not raise invoice for the stoppage period and GSL will not release payment for the stoppage period. Example: - If stoppage of PNG & CNG supply from LNG regasification unit is for 5 days. The penalty will be calculated as follows: (5 days X 1,00,000) = Rs 5,00,000 (Where, Rs 1,00,000 is the stoppage penalty per day) Net penalty will be Rs 5,00,000/- along

with deduction of pro-rata fixed charges for stoppage period.

31.3 The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay / breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay / breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

31.4 In case of delay in performance / delivery on the part of Contractor, the invoice / document value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Contractor, from any amount falling due to the Contractor or by recovery against the Performance Guarantee.

### 32.0 LIEN

Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

### 33.0 GOVERNING LAW

Laws of India will govern the Contract and Mumbai courts will have exclusive jurisdiction or all matters related to Contract.

### 34.0 TRAINING OF OWNER'S PERSONNEL

Contractors shall train Owner's Engineers as per the scope define in the Job specifications. Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, loading, living and personnel expenses, etc. for onsite training.

Travel, transportation, boarding, lodging & personnel expenses of Owner's personnel shall be borne by Owner.

### 35.0 QUALITY ASSURANCE /QUALITY CONTROL

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

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

- 35.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning.
- 35.4 The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.
- 35.5 The Owner/Consultant/Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 35.6 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 35.7 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 35.8 The Contractor shall adhere to the quality assurance system as per Specification enclosed in the Technical Bidding Document Vol – II of II.
- 36.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**  
The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the Technical bidding document Vol – II of II & HSE Policy of Owner.
- 37.0 SITE CLEANING**
- 37.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 37.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 37.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 37.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the

Engineer-in-Charge.

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

37.6 No extra payment shall be paid on this account.

### 38.0 COMPLETION DOCUMENTS

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

- i. One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
- ii. Three complete bound sets of documents as mentioned at (i) above, in original size and in 6 (six) CD-ROM/DVD.
- iii. Three complete bound sets of Contractor's specification including design calculations.
- iv. Three copies of Daily Progress Reports
- v. Three sets of all raw data collected / generated for and during execution of the entire job as specified in documents requirement.
- vi. Three sets of Closure report.

#### B. Completion Documents

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

- i) Welding Procedure Qualification Report.
- ii) Welder Qualification Report.
- iii) Radiographic Procedure Qualification.
- iv) Radiographic Report along with radiographs (Radiographs only with the original).
- v) Batch Test Certificate from manufacturers for electrodes.
- vi) All other requirements as specified in the respective specifications.
- vii) As built drawings.
- viii) Any other drawing/document/report specified elsewhere in the bidding document

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

### 39.0 COORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies if operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer-in-Charge

shall be final and binding on the Contractor/ supplier.

#### **40.0 WORK PROGRAM**

- 40.1 The work program shall be prepared and administered by the Contractor ensuring Time for completion as stipulated in respective section.
- 40.2 In the work program, the Contractor will indicate the detailed schedule of requirement including Purchaser input, if any, commensurate with such work program.
- 40.3 The Contractor will obtain approval on detailed work program form Purchaser/Consultant within thirty (30) days of Effective Date. Such approved detailed work program will govern (i) PRS; (ii) Monthly payment schedule; etc.
- 40.4 Contractor shall furnish daily site progress report to Consultant on deployment of manpower and equipment along with progress of work achieved at site on previous Day in the Performa to be prescribed by the Consultant.
- 40.5 Contractor shall furnish progress report on fortnightly basis regarding the state and progress for manufacturing / supply portion as well as for site work to the Purchaser / Engineer-in-charge / Consultant. The details and Performa of the report will be mutually agreed after the award of CONTRACT.

#### **41.0 COMPLETION OF THE FACILITIES**

- 41.1 Owner will take over the Work only on its Completion, no part Work will be taken over by the Purchaser.

#### **42.0 UNDERGROUND AND OVERHEAD STRUCTURES**

- 42.1 The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above contractor may encounter other structure/pipelines/ OFC etc. which may not be appearing on alignment sheet, the contractor is required to collect such information on his own before commencing the work. Contractor must intimate the Local Officer concerned of the utility about the pipeline construction activities and take necessary steps to ensure safety and protection to men, materials and utility provided. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Owner/Consultant from and against any destruction thereof or damages thereto.

#### **43.0 TEST CERTIFICATES**

- 43.1 Bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 43.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test

certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

#### **44.0 ROYALTY**

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

#### **45.0 SITE FACILITIES FOR WORKMEN**

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

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets
- iv) Canteen where tea & snacks are available
- v) A creche where 10 or more women workmen are having children below the age of 6 years.

#### **46.0 HYDROSTATIC TESTING**

46.1 The bidder as per the Technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility and should be in such a way that neither the traffic movement including pedestrians nor the standing crop in nearby fields gets affected. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

46.2 The Contractor shall propose and obtain approval of Engineer-in-Charge for exact number of test spreads, based on drawings, availability of water for hydro testing and keeping in view other exigencies, if any before starting hydro testing work. The Contractor will carryout the hydrostatic test for approved number of test spread including preparation for test and tie-ins, without any time and cost implication on this account to Owner/Consultant. Any increase or decrease in number of test spreads will not have any cost implication to Owner / Consultant / Contractor.

#### **47.0 MAKE OF MATERIALS**

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

#### **48.0 INSURANCE**

Insurance for free issue material

**Not Applicable as owner will not supply any free issue material.**



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## 49.0 Insurance in India

- 49.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.
- 49.2 Any loss or damage to the equipment during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by Owner/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Owner/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- 49.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Owner/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.
- 49.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Owner/Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 49.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

## 50.0 SPARES

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

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

### **51.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT**

51.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

51.2 The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.

51.3 The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

51.4 Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the

51.5 "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

### **52.0 CUSTOM CLEARANCE ETC. For FOREIGN BIDDERS**

All customs clearance formalities, including payment of port levies/ charges are in the scope of bidder and shall be borne by him & to be included in quoted Price.

### **53.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

53.1 Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept

open.

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

#### **54.0 ERECTION OF EQUIPMENTS**

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

#### **55.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor/supplier for review/approval at various stages of the contract.

#### **55.1 AFTER THE AWARD OF CONTRACT**

**a) Time Schedule**

The Completion Time Schedule for the work (including mobilization period) as per IFB of Bid Document.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the over all Project requirement.

**b) Scheduling & Monitoring System**

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

**c) Overall Project Schedule**

The Contractor shall submit within 1 week of Fax of Acceptance, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

**d) Progress Measurement Methodology**

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

**e) Functional Schedules**

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

**55.2 Progress Reporting Proforma**

**A. Monthly Progress Report**

This report shall be submitted on a monthly basis within 10(ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work.

The report shall include, but not limited to the following :

- a) Brief Introduction of the work.
- b) Activities executed/ achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub- ordering, Manufacturing/ Delivery, Sub-contracting, Construction, Commissioning and Overall and quantum

wise status & purchase orders against schedule.

- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.
- f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
- g) Procurement status for items to be supplied by Contractor.

#### **B. Weekly Reports**

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items :

- a) Activities programmed and completed during the week.
  - b) Resource deployed men and machines.
  - c) Quantities achieved against target in construction
  - d) Record of Mandays lost.
  - e) Construction percentage progress schedule and actual.
- C. Daily Repots
- a) Activity programme for the day
  - b) Progress of the previous day and commutative progress.
  - c) Manpower & machinery deployed.
  - d) Any other additional reports/ information as may be required by E.I.C.

#### **55.3 Progress Reports**

55.3.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

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

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

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

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

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



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## 56.0 RESPONSIBILITY OF CONTRACTOR

- 56.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Owner/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Owner/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Owner/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Owner/Consultant.
- 56.2 All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 56.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 56.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 56.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

## 57.0 CHECKING OF LEVELS

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

## 58.0 STORAGE AND PRESERVATION

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



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Activities like loading/ unloading at store as well as at site, transportation of material, equipments, tools & tackels etc. until handing over of the complete facility to the Owner shall be arranged by contractor at no extra cost to Owner.

## **59.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**

### **59.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:**

- 59.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- 59.1.2 For Buildings only, all works upto level corresponding to finished floor level shall be treated as 'Work in foundation' and all works above the finished floor level shall be treated as "Work in superstructure".
- 59.1.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.
- 59.1.4 Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation

## **60.0 LOCAL CONDITION**

- 60.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.
- 60.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.
- 60.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.
- 60.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor/ supplier shall obtain necessary power and water connection from relevant authority and will pay its



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uses charges. Purchaser will not own the responsibility for providing the land.

60.5 Other terms and condition will be applicable as specified elsewhere in General Conditions of Contract and Instruction to bidder.

#### **60.1 SINGLE POINT RESPONSIBILITY**

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

#### **62.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS**

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

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

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

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

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

#### **63.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER**

63.1 Foreign Bidders whose receipts in India are subject to tax shall furnish PAN, Permanent Establishment and Tax Residency Certificate. Withholding Tax shall be deducted as applicable under the Income Tax Act in India. If bidder does not furnish PAN, tax will be deducted accordingly.

#### **64.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR**

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

considered in performance evaluation of such vendor/ contractor. "

#### **65.0 INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as given in tender. The Indemnity Bond against quantities ordered shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site.

Indemnity Bond to be executed by the supplier latest by prior to purchaser's designated store for site works in case of foreign bidder however, in case of Indian bidder latest by the time of dispatch of supply.

#### **66.0 RULES , REGULATIONS AND PROCEDURES**

66.1 CONTRACTOR/ SUPPLIER shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

66.2 Various procedures and method statements to be adopted by CONTRACTOR/ SUPPLIER during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

#### **67.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR/ SUPPLIER, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractor/ suppliers, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR/ SUPPLIER shall plan and execute work accordingly.

#### **68.0 DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR/ SUPPLIER, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR SUPPLIER fails to satisfy the OWNER of such claims.

#### **69.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES**



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CONTRACTOR/ SUPPLIER shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR/ SUPPLIER. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

### **70.0 SECURITY DEPOSIT / CONTRACT PERFORMANCE BANK GUARANTEE**

70.1 Within 30 Days of receipt of the LOI/ Notification of Award, the successful bidder shall furnish to the Owner the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) equivalent to 3% of order value for Supply, installation, Testing & commissioning inclusive of all taxes, duties GL site/store .

70.2 For Operation and Comprehensive Maintenance Services: equivalent to 3% of total order value for operation and comprehensive maintenance inclusive of all taxes, duties and charges on yearly basis. Bidder will submit the CPBG one month prior to start of operation & Maintenance service.

70.3 The bidder may note that in the event of delay in submission of security deposit, the contract can be terminated with subsequent actions following termination as per tender/procedure of GSL.

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

70.5 The Contract Performance Guarantee 3% of order value for Supply, installation, Testing & commissioning inclusive of all taxes will be discharged by the owner and returned to the bidder not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract, including any warranty obligations.

70.6 The Contract Performance Guarantee 3% of total order value for operation and comprehensive maintenance inclusive of all taxes, duties and charges on yearly basis will be discharged by the owner and returned to the Bidder not later than thirty (30) days following the date of completion of all the Supplier's performance obligations under the Contract.

### **71.0 TERMINATION FOR CONVENIENCE**

a. GSL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

b. If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

the contract price attributable to the works performed as at the date of termination and the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees less the aggregate of all previous payments allocated to the works.

- c. Any sums due to GSL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to GSL within 15 days of GSL intimating the contractor.

## 72.0 FORCE MAJEURE

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

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

- (vi) If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence remove from the site all the contractor's equipment and shall remove similar facilities of his sub-contractors.

### 73.0 DEFECT LIABILITY PERIOD

“The contractor shall guarantee the installation / site work for a period of 12 (twelve) Months from the date of completion of work”

**OR**

Eighteen (18) months from the date of delivery of last package of each lot at GSL store / site, whichever is earlier

### 73.1 OPERATION & COMPREHENSIVE MAINTENANCE PERIOD

Bidder shall provide Operation & Comprehensive Maintenance during warranty period. Warranty period shall be as defined in tender document. Further bidder shall provide operation & comprehensive maintenance during warranty period & further 4 (Four) years from the date of end of warranty period. However, maximum duration of contract for operation & comprehensive maintenance during warranty and post warranty period shall be limited to 66 months from the date of receipt of last LNG Equipments of each lot at GSL store / site.

In case a LNG Equipment package is commissioned after six months from the receipt of last package of that lot for any reason attributable to Purchaser, the operation & comprehensive maintenance rates for that particular period (year) will be applicable. First year rates of Operation & Comprehensive maintenance will be valid during the warranty period. Rates for second, third, fourth & fifth year will be valid for each year from the date of expiry of warranty period. The total validity of AMC shall however be limited to 66 months from the date of receipt of last LNG Equipment package of each lot at GSL store / site.

In case a LNG Equipment package is commissioned after six months from the date of receipt of last package of lot for any reason attributable to Purchaser, the operation & comprehensive maintenance rates applicable for that particular period (year) will be applicable.

The comprehensive maintenance period may be extended beyond the above- defined period for another 5 years on sole discretion of GSL as per tender terms.

- Bidder shall provide preventive maintenance schedule based on running hours/ periodicity of the LNG Equipment package.
- Old spares removed during any type of maintenance activity will be submitted to GSL by vendor. However, vendor will have to take care for disposal of consumables like waste oil, O Rings, Gaskets, Grease, Waste cloth etc. Waste oil collection and disposal in safe manner shall be done by the vendor only.

### 74.0 LABOUR LAWS AND REGULATIONS

Before starting of work, the Contractor shall obtain a licence from concerned authorities under the

Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Engineer-in-Charge.

#### 74.1 **LABOUR LICENCE**

Before starting of work, the Contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Engineer-in-Charge.

74.2 In addition to compliance of Labour Laws and Regulations stipulated in section VIII of General Conditions of Contract, the Contractor shall also comply with the following :

- a. The Contractor shall also comply with the provisions of Building and Other Construction Workers (regulation of Employment and Conditions of Service) Act 1996[BOCW (RE&CS) Act 1996] and Building and Other Construction Workers Welfare Cess Act, 1996 and all rules, regulations, notifications issued thereunder as amended from time to time including provisions of registration of establishment of contractor hours of work, welfare measures and other conditions of service of building workers, safety and health measures etc., wherever applicable.
- b. An amount of cess as per prevalent rate (presently @1% of the cost of construction incurred by the Contractor) shall be recovered from the bills of the Contractor as per Building and Other Construction Workers Welfare Cess Act, 1996 and the rules thereunder as amended from time to time for depositing the same before appropriate authority. GSL shall not deduct and pay cess, in case Contractor has already paid the cess for the works executed and submitted proof of payment. However, primary responsibility of recovery and payment of cess lies with GSL.
- c. All the terms and conditions pertaining to compliance of labour laws contained in the GCC shall also be applicable mutatis mutandis to the BOCW (RE&CS) Act, 1996 and Building and Other Construction Workers Welfare Cess Act, 1996 and the rules thereunder.
- d. The above conditions will be applicable to all the Contractors performing “building or other construction work” as defined under BOCW (RE&CS) Act, 1996 subject to other provisions of the Act.

74.3 Every worker engaged by the Contractor should be enrolled under the following scheme:

- i. Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)
- ii. Pradhan Mantri Suraksha Bima Yojna (PMSBY)

Under the two schemes, applicable annual premium amount (presently Rs. 342/- per person) shall be considered by the prospective bidder while submitting the price bid. Proof of payment towards the above two scheme shall be submitted by the Contactor to EIC for verification of the same from time to time.

#### 75.0 **REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)**

75.1 Within 15 days of receipt of LOI, the Contractor shall register themselves at their own cost with the



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Date: 29/05/2023

Reserve Bank of India, Income Tax, GST and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner/Consultant for record.

#### **76.0 RESOLUTION OF DISPUTE (ARBITRATION)**

Except as otherwise provided in the Contract where decision of Engineer-in- Charge is final and binding on the contractor, in the event of any claims, disputes or differences arising out of or in connection with this Agreement, the same shall be settled through Arbitration as provided hereunder. The disputing Party shall serve a written notice of dispute to the other Party within fifteen (15) days of arising of such claim, dispute or difference.

Pursuant to such notice, the Parties hereto shall promptly and in good faith attempt to resolve such claim or dispute or difference through discussions and negotiations with a view to bring out an amicable resolution and settlement.

If the said claim or dispute or difference is not resolved through discussions and negotiations within thirty (30) days from the written notice of dispute, then either Party may give notice in writing to the other Party of its intention to commence arbitration proceedings, as hereinafter provided, as to the matter in dispute, difference or claim, and no arbitration proceedings in respect of this matter shall commence unless such written notice of arbitration is served upon the other Party.

The Arbitral Tribunal shall comprise of a one (1) Arbitrator. The Arbitrator shall be nominated by Supplier / Contractor / Service Provider from a list provided by GSL of three (3) persons from its panel of arbitrators. Depending on the nature of the claim or dispute, the list of persons from GSL shall comprise of persons with the requisite technical expertise and relevant experience.

Supplier / Contractor / Service Provider waives any and all of its objections to the said persons being former employees of GSL or of any other public sector entity or with regard to such persons holding shares in the Company.

If Supplier / Contractor / Service Provider fails to nominate the Sole Arbitrator within a period of fifteen (15) days from receipt of such list of persons by GSL, then it shall be construed to be a waiver in respect of the said persons on part of Supplier / Contractor / Service Provider and GSL shall be free to nominate one (1) of the persons from the said list to be the Sole Arbitrator.

The arbitration proceedings shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of the arbitration proceedings shall be in Pune and shall be conducted in English Language.

The decision of such arbitration proceedings shall be binding and conclusive upon the Parties. The fees of the Arbitral Tribunal shall be determined as per 4th Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the Parties to the arbitration proceedings shall equally share the costs and expenses of any such arbitration proceedings.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Agreement unless they otherwise mutually agree in writing.

### **77.0 Payments Terms**

<b>A</b>	10% on completion of Engineering (Basic Engineering, QAP, manufacturing drawings, Conceptual Construction drawings,) and ABG, which ever is later.
<b>B</b>	<b>50% payment shall be released on receipt of the major equipment of each sub-system, such as:</b>
1	For SOR Item 1.1: Supply of 01 Nos of Unloading Pump of 350 LPM mounted on a single skid.
2	For SOR Item 1.2: Supply of two numbers LNG storage tanks (56 KL each capacity).
3	For SOR Item 1.3: Supply of one number BOGV (Boil of Gas Vaporizer) and one low-pressure regulating skid with flow meters.
4	For SOR Item 1.4: Supply of two numbers (1+1) of Medium pressure cryo pumps (70 LPM), two numbers (1+1) Medium pressure vaporizers (2500 SCMh each) and T-connection with medium to low pressure regulating skid along with a flow meter.
5	For SOR Item 1.5: Supply of two numbers (1+1) of High-pressure cryo pumps (33 LPM) and two numbers (1+1) of high-pressure vaporizers (1200 SCMh each).
6	For SOR Item 1.6: Supply of Odorizing skid (Tank Capacity - 1000 litres).
7	For SOR Item 1.7: Supply of Fire Hydrant system.
8	For SOR Item 1.8: Supply of safety, PLC, SCADA and electrical system.
<b>C</b>	10% on completion of erection works and 10% on testing and pre-commissioning
<b>D</b>	10% against commissioning, final acceptance and handover of final/ as-built documents for Plant operation.
<b>E</b>	10 % after completion of successfully operation of 06 month.
<b>F</b>	<b>Any other item</b>
1	90% on Completion of individual items of work
2	10% on Completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

**Note:** Advance Bank Guarantee (ABG) valid for 06 (Six) months from date of issue of Award/PO.



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

## FORMS & FORMATS

(SECTION – V)

**Form F-1**

**BIDDER'S GENERAL INFORMATION**

To,



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

**M/s. Gasonet Services (RJ) Ltd**

**Tender no.:**

**Subject:** Design, Supply, Installation, Testing, Commissioning, and 5 years of Operation & Comprehensive Maintenance of LNG Storage & Regasification station Along with all necessary auxiliary units at Bikaner & Churu GA

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



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

10	ISO Certification, if any {If yes, please furnish details }	
11	Bid Currency	
12	Port of shipment	
13	Whether Supplier / Manufacturer Dealer / Trader / Contractor	
14	Type of Material Supplies	
15	Banker's Name	
16	Branch	
17	Branch Code	
18	Bank Account Number	
19	PAN No	
20	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
21	GST No.	[Enclose copy of GST Certificate]
22	Whether Micro or Small Enterprise (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified at ITB)
23	Whether MSE is owned by SC/ST Entrepreneur(s) (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified at ITB)
24	Type of Entity (Indian Bidder only)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).



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TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To

M/s. Gasonet Services (RJ) LTD

Tender no.:

Subject: Design, Supply, Installation, Testing, Commissioning and 5 years of Operation & Comprehensive Maintenance of LNG Storage & Regasification station Along with All necessary auxiliary units at Bikaner & Churu GA



**Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA**



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

Dear Sirs,

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

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

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

Yours faithfully,

(Signature(s) of the Bidders(s))

Name & Designation of authorized person signing the Bid on behalf of the Bidder(s) Full Name and address of the Bidder(s).



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

**Form F-3**

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

**Tender no.:**

**Subject:.** Design, Supply, Installation, Testing, Commissioning and 5 years of Operation & Comprehensive Maintenance of LNG Storage & Regasification station Along with All necessary auxiliary units at Bikaner & Churu GA

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



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

**Form F- 4**

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

**(on BIDDER Letter head)**

To

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

Tender No :

Dear Sir,

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

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

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



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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

	<p align="center"><b>Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation &amp; Maintenance of LNG Storage &amp; Regasification station along with all necessary auxiliary units at Bikaner &amp; Churu GA</b></p>	
<p>TENDER DOCUMENT NO: GSL/REPL/011/LNG</p>		<p align="right"><b>Date: 29/05/2023</b></p>

**Form - 5**

**POWER OF ATTORNEY**

**1.1 (To be stamped in accordance with Stamp Act)**

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

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

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

For

(Signature, name designation and address)

Witness:-

1.

(Notarized)

2.

Accepted

.....

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:-

i. The mode of execution of the power of Attorney should be in accordance with the procedure , if any, laid down by the applicable law and the charter documents of the executants) (s) and when it is so required , the same should be under common self-affixed in accordance with the required procedure.

ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board of shareholder’s resolution /power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

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

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

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

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



Design, Supply, Installation, Testing, Commissioning, and 5 years of Comprehensive operation & Maintenance of LNG Storage & Regasification station along with all necessary auxiliary units at Bikaner & Churu GA



TENDER DOCUMENT NO:  
GSL/REPL/011/LNG

Date: 29/05/2023

**Form F- 6**

**PROFORMA FOR CONTRACT PERFORMANCE BANK GURANTEE**

**(To be stamped in accordance with Stamp Act)**

Ref No

Bank

Guarantee

No.Dated

GASONET SERVICES LIMITED

Dear Sirs,

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

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



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

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

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

(SIGNATURE)

Full name, Designation and Official address

(in legible letters)

With Bank Stamp

Attorney as per  
Power of Attorney No.  
Date: \_\_\_\_



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Witness No. 1

Witness No. 2

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Full name and official

Full name and official

Address

Address

(In legible letters)

(in legible letters)



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**Form F- 7**

**LETTER OF UNDERTAKING - HOLIDAY LIST**  
**(ON BIDDER'S LETTER HEAD)**

Tender No.:

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

Dear Sir,

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

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

SIGNATURE AND SEAL OF BIDDER



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**Form-8**

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

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

Dear Sir,

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

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

SIGNATURE AND SEAL OF BIDDER

---



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**FORM F-9**

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

(To be provided by Chartered Accountant)

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

**A. ANNUAL TURN OVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR:**

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

Name of Audit Firm:

[Signature of Authorized signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.



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Instructions:

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



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**FORM F-10:**

**FORMAT FOR BIDDERS QUERIES & IT'S REPLY**

**QUERIES RAISED DURING PRE-BID MEETING BY BIDDER AND REPLY / CLARIFICATION TO BIDDERS BY OWNER**

<b>Tender No.:</b>	<b>Date / Time of Pre- Bid :</b>
--------------------	----------------------------------

<b>Venue:</b>	<b>Date of Pre-bid Clarifications:</b>
---------------	--

**Tender Description:**

**Bidder Name :**

Sr.	Tender Clause No. / Annexure	Page No.	Clause Description	Bidders Comments / Queries	Owner Reply / Clarifications to Bidders
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

SIGNATURE AND SEAL OF BIDDER



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### FORM F-11:

### “SAMPLE INDICATIVE” FORMAT FOR CONTRACT

SUBJECT: Contract for “\_\_\_\_\_.”

Reference:

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

Dear Sir,

This has reference to your bid against our Tender No.: GSL/REPL/011/LNG: 2023-24 ,GASONET SERVICES LIMITED is pleased to issue this Contract for “\_\_\_\_\_”as further detailed hereunder and as per the terms & conditions specified in the Tender document and subsequent discussions / correspondence we had till date as referred above.

'Owner' hereafter refers to GASONET SERVICES LIMITED and 'Contractor/Vendor' refers to M/s "\_\_\_\_\_"

The major terms & conditions of the work shall be as follows:

1.0 SCOPE OF WORK:

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

2.0 CONTRACT VALUE:

- 2.1 The Total Contract value for \_\_ Year shall be Rs. \_\_\_\_\_/- inclusive of all taxes and duties. The agreed rates shall remain firm and fixed till the expiry of contract and rate validity period. The vendor shall not be entitled to any inflation, escalation or revision (except as defined in tender document) during the contract period.

3.0 CONTRACT PERIOD:

- 3.1 The contract period shall be \_\_ year. From the date of LOI.  
3.2 Rate established in this tender shall be valid during the period of the LOA/Work Order/Contract.  
3.3 The effective date of order will be the date of the first notification of award i.e. \_\_\_\_\_.

4.0 CONTRACT PERFORMANCE BANK GUARANTEE:

- 4.1 As per Tender conditions.

5.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD:

- 5.1 As per Technical Vol.

6.0 LIQUIDATED DAMAGES / COMPENSATION FOR DELAY

- 6.1 If the CONTRACTOR fails to deliver any or all of the GOODS or perform the services within the time period(s) specified in the CONTRACT, the OWNER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the total CONTRACT PRICE, including subsequent modifications.

- 6.2 In the event the invoice value is not reduced proportionately for the delay, the OWNER may deduct the amount so payable by the CONTRACTOR, from any amount falling due to the CONTRACTOR or by recovery against the Performance Bank Guarantee. Both CONTRACTOR and OWNER agree that the above percentages of price reduction are genuine pre-estimates of the



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loss/damage which the OWNER would have suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the OWNER in the matter of applicability of price reduction shall be final and binding.

6.3 The time allowed for Supply of Services as entered in the contract, shall be strictly observed by the Owner. Work shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be the essence of the contract) .

For Material:

In case of delay in completion of supply beyond the stipulated time, penalty would be levied @ 1% of total value of the undelivered part per week or part thereof for each extra week taken by the vendor i.e. more than schedule time/period, subject to maximum of 10% of the total value of the undelivered part. In case of delay of more than 10 weeks in supply of material or services beyond a stipulated completion date, GSL reserves the right to terminate the contract and reserves the right to place order on another vendor. Any extra expenditure that GSL will have to incur for procurement of the balance material through the other supplier on account of higher rates quoted by the supplier will be recovered from the supplier's retention money, pending bills etc. All lots shall be considered separately for applying PRS in case of delay as described above.

For Services:

Work shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be the essence of the contract) and the Bidder shall pay to the GSL as compensation an amount equal to 0.5 % of the total value of the incomplete work of Contract/PO for each week of delay or part thereof for extra week taken more than schedule period/time, subject to maximum of the 5 % of the total value of incomplete work of Contract/PO after which period action will be taken under the provision of the Contract.

#### 7.0 COMPLETION SCHEDULE:

7.1 As per Technical Vol.

#### 9.0 PAYMENT TERMS AND MODE OF PAYMENT:

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

#### 10.0 FORCE MAJEURE:

10.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include but are not restricted to:

10.1.1 War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;

10.1.2 Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc;

10.1.3 Explosions, fires, destruction of machinery, plant and installations of any nature.

10.1.4 Arbitrary action, if any of the Government of India or a relevant State;

10.1.5 Refusal by government authority of Government of India to grant the necessary permits needed to carry out the agreement provided such refusal is not the result of the doing of the parties.

10.1.6 Boycotts, strikes and lock – outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

#### 11.0 TERMINATION OF CONTRACT:

11.1 Owner reserves the right to terminate the contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days notice in writing.

- (a) Breach of contractual obligation by the Contractor
- (b) Insolvency or bankruptcy of the Contractor



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- (c) Unsatisfactory performance or negligence by the Contractor
- (d) Failure to meet the objectives by the Contractor as envisaged under the contract
- (e) Failure to meet HSE norms by the Contractor.
  
- (f) Failure to comply the statutory requirement as envisaged under the contract  
Please Refer LIT for further details

#### 12.0 INSURANCE:

12.1 Service provider shall be responsible to fully insure your employees for any injury, death, hazards and sickness or any such risks that may be connected to the works for entire period of contract. GSL shall not be responsible for any liability on this account.

#### 13.0 CONFIDENTIALITY:

13.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Contract / Bid Document or information received from the Owner / Consultant / Engineer/ Inspector.

13.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retain the right to claim damages from the Contractor in the case where these documents have been used without such written consent.

13.3 However, these obligations do not apply to documents for which it can be demonstrated that

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

13.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.

13.5 Any document, other than the Agreement itself, enumerated shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

13.6 The Confidential Information is and remains the property of the Owner.

#### 14.0 ARBITRATION / SETTLEMENT OF DISPUTE:

14.1 Any dispute between the parties shall be resolved mutually by the parties. If the dispute cannot be resolved by mutual consultation between the parties, the same shall be resolved in accordance with provisions of Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended from time to time or its re-enactment. Place of Arbitration shall be . In the event, no amicable resolution or settlement is reached within 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of GSL, in accordance with the Arbitration and Conciliation Act, 1996.

#### 15.0 SITE ORGANIZATION:

15.1 Subject to the provisions in the document and without prejudice to contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-charge depending on the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to Owner.

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



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**16.0 SUB CONTRACTING or SUB-LETTING OF CONTRACT:**

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

16.2 Provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Service Order.

**17.0 MODIFICATION / AMENDMENT IN CONTRACT**

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

**17.0 ALL OTHER TERMS AND CONDITIONS:**

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

**18.0 ACKNOWLEDGEMENT:**

18.1 This Contract is being sent herewith in duplicate. Please convey your unconditional acceptance to this Contract by sending us an accepted copy of this order within 07 days of receipt of this Contract copy. If no communication is received within 07 days of receipt of work order it will be treated that order has been accepted entirely.



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**F-12  
BANK MANDATE FORM**

Tender no.:  
Subject:

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

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

\_\_\_\_\_ (Signature and  
designation of the Authorized person(s) of Bidder

Official seal of the Bidder's Place :

Date :

**BANK CERTIFICATION**

Certified that the particulars furnished above are correct as per our

records. Place :

Date :

\_\_\_\_\_  
Signature of the Authorized Official of

the Bank Bank Stamp