



GASONET SERVICES (RJ) LIMITED

Corporate Office: 807, World Trade Tower

Sector - 16, Noida – 201301, Uttar Pradesh

CIN: U40100MH2022PLC384233

**TENDER NO: GSL/REGULATOR/2023-24/014
GASONET/C&P- PURCHASE OF DOMESTIC AND SERVICES
REGULATOR**

TENDER DOCUMENT

FOR

PURCHASE OF DOMESTIC AND SERVICES REGULATORS

| | | |
|--|----------|----------------------------------|
| TENDER SUBMISSION DATE | : | 22/02/2024 UPTO 1400 Hrs. |
| TENDER OPENING DATE (Unprice Bid Opening) | : | 22/02/2024 AT 1700 Hrs. |
| PRE-BID MEETING DATE | : | NA |
| Tender Fees | : | NA |
| Earnest Money Deposit | : | NA |

IMPORTANT INSTRUCTION

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

"INCOMPLETE AND CONDITIONAL BIDS SHALL NOT BE CONSIDERED"

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

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

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

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

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

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

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SECTION – I
INVITATION FOR BIDS [IFB]



SECTION – I

INVITATION FOR BID [IFB]

TO,
PROSPECTIVE BIDDERS

DATE: 16/02/2024

SUBJECT: PURCHASE OF DOMESTIC AND SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir/ Madam,

1.0 Gasonet Services (RJ) Limited, the City Gas Distribution Company headquartered in Noida, Uttar Pradesh, invites bids from bidders for the subject services in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as follows:

| | | |
|-----|--|---|
| (A) | NAME OF ITEM & QTY. | PURCHASE OF DOMESTIC AND SERVICE REGULATOR |
| (B) | TENDER NO. | GASONET/C&P-GSL/REGULATOR-/2023-24/014 |
| (C) | TYPE OF BIDDING SYSTEM | Open Domestic Tender under Two Bid Two Envelope System |
| (D) | COMPLETION PERIOD | As mentioned in SCC. |
| (E) | TENDER FEE | Not Applicable |
| (F) | BID SECURITY/ EARNEST MONEY DEPOSIT (EMD) | Not Applicable |
| (G) | DATE, TIME & VENUE OF PRE-BID MEETING | Not Applicable |
| (H) | DUE DATE AND TIME OF BID SUBMISSION | 22/02/2024 UPTO 1300 Hrs. |
| (I) | TENDER OPENING DATE (UNPRICED BID OPENING) | 22/02/2024 UPTO 1600 Hrs. |
| (J) | VALIDITY OF OFFER UPTO | 30 Days from the Due Date Bid Submission |
| (K) | Bank Details for EMD / CPBG | <u>EMD and CPBG for Rajasthan GA</u> Name of Bank: HDFC Bank A/C No.: 50200070182067 IFSC: HDFC0000258 HP GA Name of Bank: HDFC Bank A/C No.: 57500000994292 IFSC: HDFC0000258 |

| | | |
|--|--|--|
| | | UK GA Name of Bank: HDFC Bank A/C No.: 50200070182067 IFSC: HDFC0000258 |
| If the days specified above are holidays in GASONET, the next working day shall be implied. | | |

4. Bids must be submitted strictly following Clause No. 11 of ITB depending upon the Type of Tender as mentioned in Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
5. Bidder(s) are advised to quote strictly per the tender documents' terms and conditions and not to stipulate any deviations/ exceptions.
6. Offer(s) received from bidders to whom tender/ information regarding tender has been issued and offers received from the bidder(s) by obtaining/ purchasing the tender document shall be considered for evaluation & award provided that the bidders are responsive.
7. Clarification(s)/ Corrigendum(s), if any, shall also be available on GASONET's website.
8. GASONET reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
9. All bidders are requested to go through the tender as uploaded on the Gasonet website and raise all the techno-commercial queries (if any) by **17/02/2024** through mail to Alok.thakur@gasonet.in / dipesh.negi@gasonet.in / vineeta.pandey@gasonet.in
10. For participation contact Senior Executive [C&P], E-mail ID: vineeta.pandey@gasonet.in

THIS IS NOT AN ORDER

For & on behalf of
Gasonet Services (RJ) Limited

[Ms. Vineeta Pandey]
Senior Executive – [C&P]
Ph: +91-8318084653
E-mail: vineeta.pandey@gasonet.in

SECTION – II

BIDDER'S ELIGIBILITY CRITERIA [BEC], METHODOLOGY FOR EVALUATION AND COMPARISON OF BIDS & INSTRUCTIONS TO BIDDERS [ITB]

SECTION – II

1. BIDDER'S ELIGIBILITY CRITERIA [BEC]

BIDDER ELIGIBILITY CRITERIA (BEC)

The bidder must be a manufacturer or authorized representative of manufacturer of Regulators. Bidder should have successfully supplied below mentioned quantities of Regulators in accordance with applicable codes/ PNGRB T4S guidelines in a single order to any City Gas Distribution Company in India in the last five years reckoned from the bid due date.

| Sr. No. | Description | Minimum Quantity should have been supplied (Nos.) |
|---------|--------------------|---|
| 1. | Domestic Regulator | 50 |
| 2. | Services Regulator | 02 |

METHODOLOGY FOR EVALUATION AND COMPARISON OF PRICE BIDS:

- a) Evaluation, Comparison and Award shall be done on overall L1 basis.
- b) In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having the higher/ highest turnover in the last audited financial year.

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

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/ DOCUMENTS/ INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONG WITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE CRITERIA MENTIONED ABOVE SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

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SECTION – II

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INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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

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

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

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

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

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

2.7 Power of Attorney:

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

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

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

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

3.1 Bids from consortium/ JV of two or more members are acceptable provided they fulfil the qualification criteria and require

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

4 ONE BID PER BIDDER

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

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE [IF APPLICABLE]

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

5.2.2 If a particular tender is cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. The Owner shall entertain no plea in this regard.

5.2.3 ~~SMEs (Small and Micro Enterprises) are exempted from submission of Tender fees following the provisions of the Public Procurement Policy for MSE 2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of tender fees.~~

6 SITE VISIT [NOT APPLICABLE IN THIS TENDER]

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The Bidder shall bear the costs of visiting the site.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against GASONET for non-compliance due to lack of any pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information concerning site, surrounding, working conditions, weather etc., on its own before submission of the bid.

[B] - BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

8 CLARIFICATION OF BIDDING DOCUMENT

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

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

[C] – **PREPARATION OF BIDS**

10 LANGUAGE OF BID

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

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

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

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

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

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

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

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

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

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

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

| | | |
|---|---|--|
| a | The first three characters of the password shall be e-mailed to the CFO | gajendra.bhardwaj@gasonet.in |
| b | The following Next three Characters of the password shall be e-mailed to the VP (EP&P) | alok.thakur@gasonet.in |
| c | The following Next three Characters of the password shall be e-mailed to the Manager (C&P) | dipesh.negi@gasonet.in |
| d | The following last three Characters of the password shall be e-mailed to the Senior Executive (C&P) | Vineeta.pandey@gasonet.in |

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

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

12 SCHEDULE OF RATES/ BID PRICES

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

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

- 13.1 Bidders must submit a notarized copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/ UTGST or IGST)** is applicable.
- 13.2 Quoted prices should include all taxes and duties, except **GST (CGST & SGST/ UTGST or IGST)**. Please note that the GST payment responsibility (**CGST & SGST/ UTGST or IGST**)

It lies with the supplier of goods/services only. Supplier of Goods/ Services (Service Provider) providing taxable service shall issue an Invoice/ Bill as the case may be, as per rules/regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.10 REGARDING RECONCILIATION BETWEEN GSTR 2A AND INPUT TAX CREDIT

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

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

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

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

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

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

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

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

13.11 ANTI-PROFITEERING CLAUSE

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

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

14 BID CURRENCIES

Bidders must submit bids in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for '**Thirty [30] Days**' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GASONET as 'non-responsive'.
- 15.2 In exceptional circumstances, before the original 'Bid Validity Period' expires, the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and its responses shall be made in writing or by fax/e-mail. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'Bid Security' for the extension period and following "ITB: Clause – 16" in all respects.

16 EARNEST MONEY/ BID SECURITY

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

- (d) Violates any other condition mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award”/ “Fax of Intent [FOI]/ Fax of Acceptance [FOA]”,
 - (ii) to furnish “Contract Performance Security/ Security Deposit” following “ITB: Clause – 38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of clause 30 of ITB.
- 16.8 Bid Security should be in favour of Gasonet and addressed to GASONET. If Bid Security is a ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Bid Document No. And the Work for which the Bidder is quoting. This is essential to have a proper correlation at a later date. The ‘Bid Security’ should be in the form provided at ‘Form F-4’/ ‘Form F-4S’.
- 16.9 MSEs (Micro and Small Enterprises) are exempted from submission of EMD/ Bid Security following the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)

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

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION

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

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

19.2 REJECTION CRITERIA

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

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

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

20 E-PAYMENT

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

[D] SUBMISSION OF BIDS

[E]

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN THE CASE OF MANUAL BIDDING

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

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

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

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

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

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

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

[F] – BID OPENING AND EVALUATION

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

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

26 BID OPENING

26.1 Un-priced Bid Opening

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

26.2 Priced Bid Opening

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

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of the Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The owner's determination of a bid's responsiveness is based on the content of the request only. Before the detailed evaluation of Bids, the Employer will determine whether each Bid-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money/ Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/ or substantiation that the Employer may require to determine responsiveness according to "ITB: Clause – 29.2."

29.2 A substantially responsive Bid conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, reservations or omissions for this purpose; the employer defines the preceding terms below:-

- (a) "Deviation" is a departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- (a) If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, it would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer. It may not subsequently be made responsive by correcting or withdrawing the material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 The Employer will check bids that are substantially responsive for any arithmetic error. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate corresponding to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figure and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct, not the amount and the amount corrected.
- (iii) When it is impossible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted, and the amount worked out for comparison purposes.

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bids shall be evaluated per the criteria mentioned in Section II of bidding documents (refer to clause 7.0 of ITB) after considering the effect of GST. The employer shall only use the criteria and methodology indicated in Section II of the bidding documents. No other criteria/methodology shall be permitted.

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

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

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

34 PURCHASE PREFERENCE [NOT APPLICABLE]

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

[G] – AWARD OF CONTRACT

35 **AWARD**

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

36 **NOTIFICATION OF AWARD/ FAX OF ACCEPTANCE**

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

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

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

37 **SIGNING OF AGREEMENT**

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

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

38 **CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 40.4 ~~Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, to create a proper database of MSEs which are making supplies to CPSUs.~~
- 40.5 ~~If against an order placed by Gasonet, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer in charge, the details like Name, Registration No, Address, Contact No. Details of material & value of procurement made, etc., of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.~~
- 40.6 The policy's benefits are not extended to the traders /dealers / Distributors / Stockiest / Wholesalers / Suppliers.**

41 AHR ITEMS

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

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

42 INCOME TAX & CORPORATE TAX

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

42.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

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

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

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

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

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

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

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

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

44.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute (s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

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

45 BILLING SYSTEM

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

- (a) The top left corner of the envelope

Vendor Code: _____

LOA/ PO No.

Date.....

Bill/ Invoice No.

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

Indenting Dept.....

Job/ Supply of.....

- (b) Address:

TO,

| In the case of LOA/ Contract | In the case of PO |
|--|--|
| Ms Vineeta Pandey Senior Executive (C & P) GASONET SERVICES (RJ) LIMITED Corporate Office: 807, World Trade Tower, Setor-16, Noida,Uttar Pradesh. Pin Code-201301 Contact No.: +918318084653 Mail Id: vineeta.pandey@gasonet.in | Mr. Dipesh Negi Manager (C & P) GASONET SERVICES (RJ) LIMITED Corporate Office: 807, World Trade Tower, Setor-16, Noida,Uttar Pradesh. Pin Code-201301 Contact No.: +917490042375 Mail Id: dipesh.negi@gasonet.in |

46 **TRANSPARENCY**

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

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

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

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

48 **SALE OF BID DOCUMENTS**

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

49 **QUANTITY VARIATION**

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

50 **SUBLETTING & ASSIGNMENT**

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

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

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

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

52 **CHECK MEASUREMENT**

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

1. Where GASONET Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
 - Site – In – Charge/ Site Engineer will check 100% of the measurements of executed work.
 - EIC will further check measurements of at least 15% of bill value. If The–Charge/ Site Engineer is unavailable, EIC will match 100% measurements of executed work.
 - An officer one level above EIC but not below the level of HOD will check the measurement of 5% of bill value. If HOD is EIC, he will check 20% of bill value measurements.
2. **Where PMC is EIC (e.g. Project Construction):**
 - PMC will check 100% of the measurements of executed work.
 - The GASONET Site Engineer will check measurements of at least 15% of the bill value, certified by PMC.
 - An officer one level above the Site Engineer but not below the level of HOD will further check measurements of 5% of bill value. However, wherever HOD is unavailable, an officer one level junior to HOD will check measurements of 5% of bill value.
3. **Where GASONET Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):**
 - Third-Party Inspector will check 100% of the measurements of executed work.
 - GASONET Site Engineer will check measurements of at least 10% of bill value, certified by A third-party inspector.
 - EIC will further check measurements of 5% of bill value. If there is no Site Engineer, EIC will check 15% of the bill value measurements.
 - An officer one level above EIC but not below the level of HOD will check measurements of 5% of bill value. If the HOD is EIC, he will check measurements of 10% of bill value or measure of 20% of bill value in case there is no Site Engineer.
4. HOD or an officer of a higher level to that EIC authorized by OIC may randomly check executed items where the executed quantity exceeds SOR quantities.
5. While exercising test checks of 5%, 15% level and on a random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check items/ quantities other than those already checked by GASONET executives at lower levels and ensure that the subordinate officer/ officers have exercised the requisite percentage check stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified”.



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

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

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

A. Definitions:

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

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

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

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

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

B.2 Irregularities noticed after the award of the contract

(i) During the execution of the contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure

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

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

D.3 Effect of Suspension of Business

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

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

E. Appeal against the Decision of the Competent Authority

- E.1 The agency may file an appeal against the order of the Competent Authority to put the agency on the banning list. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month of receiving the banning order.
- E.2 The Appellate Authority would consider the appeal and pass an appropriate order, which shall be communicated to the party and the Competent Authority.
- E.3 The appeal process may be completed within 45 days of filing the appeal with the Appellate Authority.

- F. Wherever there is a contradiction concerning the terms of GCC and 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

v) Orders/contracts placed on a Proprietary/OEM basis for O&M will be evaluated, and if required, corrective action will be taken for improvement in future.

PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

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

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where the performance rating is “POOR.”

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

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

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

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

B) Where the Performance rating is “FAIR.”

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

4.0 **EXCLUSIONS**

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

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

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

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

5.0 REVIEW AND RESTORATION OF PARTIES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/ Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/ Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant agreement, it should be allowed to continue till its completion without any further increase in scope except those incidentals to original content mentioned in the contract. In such a case, CPBG will not be forfeited, and payment will be made per the provisions of the concerned agreement. However, this would be without prejudice to other terms and conditions of the contract.

- 6.3 Effect on other ongoing tendering:

- 6.3.1 After the issue of the enquiry /bid/ tender but before the opening of the Technical bid, the bid submitted by the party shall be ignored.

- 6.3.2 After opening the Technical bid but before opening the Price bid, the Price bid of the party shall not be opened, and BG/ EMD submitted by the party shall be returned to the party.

- 6.3.3 After the opening price, BG/EMD made by the party shall be returned; the party's offer shall be ignored & will not be further evaluated. If an errant party emerges as the lowest (L1), such tender shall be cancelled and—invited.

- 7.0 While putting the Vendor/ Supplier/ Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, or group division of the errant Vendor/ Supplier/ Contractor/ Consultant shall not be considered for putting on the holiday list.

Any bidder put on a holiday will not be allowed to bid through the consortium route in a new tender during the holiday period.

- 8.0 Suppose an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process to delay or defeat any procurement or cause loss to GASONET or any other bidder. In

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

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

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

10.0 ERRANT BIDDER

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

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

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

.....

**PERFORMANCE RATING DATASHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Performance rating shall be classified as follows:

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

Signature of Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as follows:

1.1. DELIVERY / COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Delay in Weeks Marks
Completion Schedule

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

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

1.2. QUALITY PERFORMANCE 40 Marks

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

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

1.3. RELIABILITY PERFORMANCE
20 Marks

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

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING

| A. GENERAL | |
|--|---|
| ITB clause | Description |
| 1.2 | The Invitation for Bids/ Tender no is: TENDER NO: GASONET/C&P-GSL/DOMESTIC-METER/2023-24/013 |
| 1.1 | The Employer/Owner is GASONET SERVICES (RJ) LIMITED |
| 2.1 | The name of the Item to be procured is PURCHASE OF DOMESTIC DIAPHRAGM GAS METER |
| 3 | BIDS FROM CONSORTIUM/ JOINT VENTURE |
| | APPLICABLE NO |
| | NOT APPLICABLE YES |
| B. BIDDING DOCUMENT | |
| ITB clause | Description |
| 8.1 | For clarification purposes only, the communication address is: Deputy Manager (C&P) GASONET SERVICES (RJ) LIMITED Corporate Office: 807, World Trade Tower, Sector-16, Noida, Uttar Pradesh. Pin Code-201301 Contact No.: +917490042375 Mail Id: dipesh.negi@gasonet.in , vineeta.pandey@gasonet.in |
| C. PREPARATION OF BIDS | |
| ITB clause | Description |
| 11.1.1 (u) | The Bidder shall submit, with its Techno-commercial/ Unpriced bid, the following additional documents (SCC Refers): _____ _____ |
| 12 | Additional Provision for Schedule of Rate/ Bid Price are as follows: _____ _____ |
| 14 | The currency of the Bid shall be INR. |
| 15 | The bid validity period shall be 30 Days from the Final ‘Bid Due Date‘. |
| D. SUBMISSION AND OPENING OF BIDS | |
| ITB clause | Description |
| 18 | In addition to the original of the Bid, the number of copies required is one. Not applicable in the case of e-tendering. |
| 22.3 | For bid submission purposes only, the Owner’s address is: Attention: GASONET SERVICES (RJ) LIMITED Corporate Office: 807, World Trade Tower, Sector-16, Noida, Uttar Pradesh. Pin Code-201301 Contact No.: +917490042375 Mail Id: dipesh.negi@gasonet.in , vineeta.pandey@gasonet.in |
| EVALUATION AND COMPARISON OF BIDS | |
| ITB clause | Description |
| 32 | The evaluation Methodology is mentioned in the Section II of the Bid Document. |

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

SECTION – III

GENERAL CONDITIONS OF CONTRACT [GCC]

(ATTACHED AS A SEPARATE FILE)

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

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

SECTION – IV

**SCOPE OF SUPPLY
AND
SPECIAL CONDITIONS OF
CONTRACT [SCC]**



SPECIAL CONDITIONS OF THE CONTRACT

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

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

- 2. Terms of Payment:** 100 % payment within 30 Days of raising the invoice for the supplied material, along with all taxes & charges, will be paid on submission of the following documents:

1. Invoice in compliance with GST law in force and Purchase Order No.
2. Test Certificates
3. Inspection release note/ Third Party Inspection (TPI) Clearance certificate
4. Copy of ARC/ Purchase Order
5. Original GR/LR
6. Packaging List
7. Warranty/ Guarantee Certificate

- 3. DELIVERY PERIOD:** The Delivery period for any of the Part Purchase Orders is as follows:

| Sr. No. | Delivery Location | No. of Regulator Required | Delivery Date |
|---------------------------|---|---------------------------|---------------|
| Domestic Regulator | | | |
| 1. | Uttarakhand West Dhalwala, Tehri Garhwal | 200 Nos. | 10.03.2024 |
| 2. | Uttarakhand East (Tanakpur, Champawat) | 200 Nos. | |
| 3. | Himachal Pradesh (Sundernagar) | 200 Nos. | |
| 4. | Rajasthan Bikaner | 200 Nos. | |
| Service Regulator | | | |
| 1. | Uttarakhand West Dhalwala, Tehri Garhwal | 02 Nos. | 08.03.2024 |
| 2. | Uttarakhand East Tanakpur, Champawat | 02 Nos. | |
| 3. | Himachal Pradesh Sundernagar | 02 Nos. | |
| 4. | Rajasthan Bikaner | 02 Nos. | |

- 4. PRICE REDUCTION SCHEDULE:** PRS @ 0.5% per complete week of delay or part thereof subject to the maximum @ 5% of total order value excluding taxes & duties. The date of receipt of goods shall be treated as the date of delivery of the material.

- 5. WARRANTIES/ GUARANTEES:** 12 Months from the date of equipment Commissioning or 24 Months from the date of supply, whichever is earlier. The seller is notified, and the seller shall, at his own expense and as promptly as possible, make such alternations, repairs, and replacements as necessary to permit the materials to function following the specifications and fulfil the preceding guarantees.

- 6. INSURANCE:** The responsibility to maintain adequate insurance coverage at all times during the contract period till completion of installation, testing and commission, including PG Tests, shall be that of the supplier in line with the tender documents.

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

- 7. SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:** Successful bidders should submit CPBG within 30 days of receipt of the purchase order.

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

TECHNICAL SPECIFICATION – REGULATOR

1. SCOPE

This Standard Specification, together with the datasheets attached herewith, establishes the minimum technical and functional requirements for design, engineering, materials, fabrication, painting, inspection and testing, documentation, marking, packing and shipping of gas regulators along with its accessories used in commercial and industrial applications in CGD industry.

2. REFERENCE DOCUMENTS

Codes & Standards

The related standards referred to herein and mentioned below shall be of the latest editions before the Purchaser's enquiry date.

American Petroleum Institute (API)

| | |
|----------------------|--|
| ASME B 16.10 | Face to Face and End to end dimensions for valves |
| ASME B 16.20 | Ring joint Gasket and grooves for Steel Pipe Flanges |
| ASME B16.5 | Pipe flange and flange fittings |
| ASME B1.20.1 | Pipe Threads |
| ASME B 16.34 | Valves Flanged, threaded and weld-ended |
| EN 334 / BS EN 13785 | Gas pressure regulator for inlet pressure up to 100 Bar |
| | EN 14382. Safety devices for gas pressure regulating stations and installations. Gas safety shut-off devices for inlet pressures up to 100 bar |
| API 598 | Valve Inspection and Testing. |
| API 6D | Specification for Pipeline Valves |
| BS 6755 | Testing of Valves |
| FC170-2 | Control Valve Seat Leakage Classification |
| MSS SP-25 | Standard Marking System for Valves, Fittings, Flanges and Unions |
| DIN-50049 | Document on Material Testing |
| ISA-S-75.03 | Face-to-Face Dimensions for Flanged Globe-Style Valve Bodies. |

ORDER OF PRECEDENCE

In the event of a conflict between specifications, data sheets, related standards, codes, etc., the order of precedence shall be as follows:

- Datasheets
- Job Specifications
- Standard Specifications
- Codes and Standards

The vendor shall refer the matter to the Purchaser for clarification. Only after obtaining the approval in writing should the same proceed with manufacturing the items in question.

3. TECHNICAL REQUIREMENTS

The regulator shall be Single-stage / double-stage pilot pressure loading. The regulators shall have a built-in slam shut-off device with over and under-pressure shut-off. Actual flow rates provided for regulators can be converted into SCMH based on downstream pressure to select regulators if required.

These regulators have fail-open and fail-close configurations. The direct-acting regulator is a fail-to-open type per requirements and as defined in the EN334 standard. However, when equipped with integrated slam shut-off valves, it is treated as fail-to-close due to the presence of SSV.

Direct acting pressure regulator with spring control & diaphragm with in-built pressure balance regulating unit to ensure a constant outlet pressure. Pressure sensing shall be internal; external sensing is not acceptable. Regulators shall have an Integral Filter. If the external filter is supplied, then the filter should not cause a pressure loss of more than 5% of line pressure.

The valve's material selection shall follow the data sheets and the Company's standard specifications. For corrosive service, the material selected shall comply with the requirements of NACE MR-0175 / ISO-15156 latest editions.

The casing and body shall be cast aluminium alloy or WCB (as per EN 334), and all the wetted parts, including the actuating mechanism, shall be suitable for handling fluid.

The diaphragm material shall be synthetic rubber and waterproof/corrosion-resistant for outdoor installation. Pressure parts of the valve shall be suitable for shut-off pressure. Regulators for downstream regulation shall be provided with an integral relief valve.

Supplier shall indicate the set range for OPSO, UPSO and relief pressures. The regulators shall be factory-set to the pressures indicated in the respective data sheets.

The vendor shall use suitable material parts and provide proper surface finish, hardness and clearances wherever possibilities of galling exist.

The regulator body rating shall be equal to or better than the flange rating specified in the data sheets.

Flow direction shall be stamped or cast on the body.

Unless otherwise mentioned, end connection details shall be as follows:

- Threaded end connections shall be NPT as per ANSI/ASME B 1.20.1;
- Flanged end connections shall be as per ANSI / ASME B16.5;
- Flanged face finish, as specified in the Data Sheets, shall have cone serrations as follows:

| | |
|----------|-----------------|
| Serrated | 250 to 500 AARH |
| 125 AARH | 125 to 200 AARH |
| 63AARH | 32 to 63 AARH |

Face-to-face dimensions of flanged valves shall be following ISA S75.03. The allowable error in dimensions shall be ± 2 mm. The term "trim" covers those parts of body assembly (excluding the body, bonnet and bottom flange) which are exposed to and in contact with the line medium consisting of but not limited to the seat ring, plug stem, plug, plug guide, guide bushing and cage. Single seated valves shall have heavy top guiding. Double seated valves shall have top and bottom or cage guiding and be pressure-balanced. Guide bushing shall be of a sufficiently complex material to resist side thrust on the plug.



The vendor shall furnish the sizing calculations for minimum, average and maximum flow. The CV selected shall also be indicated. Droop for the regulator shall not be more than 5 % over the set point. The noise level shall be limited to 85 dB. The regulators are meant for installation at various Client's premises, where space availability is the primary constraint. The model shall be compact and robust to suit the site conditions. The Client has the right to reject any model proposed by the bidder, considering the size and shape of the regulator they offer. Refer to the attached regulator datasheet for further details.

1. FABRICATION AND PAINTING

The vendor shall obtain approval in writing from the Purchaser before the start of the fabrication of regulators. The vendor shall submit relevant specifications, drawings & documents for approval. Also, the vendor shall refer to the relevant codes and standards for manufacturing herein. The vendor shall submit the painting specification for the Client's approval before starting regulator manufacturing. The painting scheme shall be suitable to environmental conditions prevailing at the place of regulator installation.

2. INSPECTION AND TESTING

Before shipment, the vendor shall perform all inspection and testing per project specification requirements and relevant codes. The inspection and testing for regulators shall be carried out as per the approved Inspection and Test Plan. Before commencing production, the vendor shall submit the Inspection and Testing Plan for proprietary items / special items for Client approval. The vendor shall submit the test certificates to the Company for the tests conducted during the manufacturing process, such as hydro test, material test, hazardous area certification test and calibration test. For any control, test or examination required under the supervision of TPIA / Owner / Owner's representative, the vendor shall be informed in writing one (1) week in advance by the vendor about inspection date and place along with the production schedule. Supplier shall hire Third Party Inspection Agency (to be approved by the Client) to perform inspection work. This agency shall inspect all the equipment/material and issue all inspection certificates/reports per specifications and codes. Supplier shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports, accuracy test report for individual meter, as per technical specification and specified code for 100% material, at the time of final inspection of each supply lot of material. Vendor to provide calibration certificates for review of all the measuring instruments at the time of inspection, i.e., used for checking and testing, along with the Master calibration certificate of the measuring instruments from which the instruments are calibrated.

The Manufacturer shall adequately seal all regulators after final inspection clearance and before dispatch. Regulators found in an unsealed condition shall not be accepted. If the performance of any of the sample regulators does not comply with the acceptance norms of the respective standards, then many respective items will be rejected. Leak testing shall be carried out by pressurizing the body with air at 1.5 MAOP of the regulator immersed in water to observe leakage. The Supplier shall carry out calibration for 100% of the quantity. The regulators shall be tested as per EN334 and relevant international standards. Even after third-party inspection, the Client reserves the right to select a sample randomly from each manufacturing batch and have these independently tested. Should the results of these tests fall outside the limits specified in the Client's Technical specification, the Client reserves the right to reject all production supplied from the batch.



3. **VISUAL INSPECTION**

A visual inspection and physical check shall be made to ensure the material complies with the specifications of the original Purchase Order.

Subsequent change orders, including the relevant attachments and with the Manufacturer's catalogue description and certified drawings furnished. Included are:

- Check for satisfactory workmanship, materials compliance and freedom from surface defects and broken glass;
- Check for compliance with certified drawings, including dimensions;
- Check for all accessories on the Purchase Order;
- Check the paint for imperfections. Verify that each component has a tag of corrosion-resistant material permanently fastened to the unit and stamped with information.

4. **FUNCTIONAL TESTING**

Each regulator shall be accurately calibrated and tested by the Manufacturer at the normal working conditions specified in the attached datasheet. All test equipment used for testing shall have traceability to national standards.

5. **INSTALLATION, TESTING & COMMISSIONING**

The Supplier shall assist during the erection, testing and commissioning of the regulator at the site. If applicable, the bidders shall indicate separate pricing in their offers.

6. **GUARANTEE / WARRANTY**

The vendor shall guarantee that the complete scope of supply shall safely and reliably meet all of the requirements of this Company Specification. Generally, the vendor shall provide warranty support for 12 months from the date of supply or 18 months from the date of manufacturing. Warranty shall apply to defective material workmanship and facility design. The vendor shall bear the cost of correction/replacement of any warranty items. The job specifications/data sheets shall be referred to for any specific warranty/guarantee.

7. **MARKING, PACKING AND SHIPMENT**

The vendor responsible for the regulator and its accessories shall ensure that all equipment, associated materials, and accessories are adequately designed, marked, packed, and secured for transit to the site without damage. Supplier / Vendor shall provide a detailed packing list for all the supplied items. Necessary accessories shall be packed in the main package box for which accessories are supplied. The calibration certificates of each item shall be enclosed within the package box. Each package box shall be tagged with the Purchase Order number (unique identification is required).

The package box shall be suitable for INLAND transport or seaworthy (if imported). Supplier shall consider necessary precautions and prerequisites for package delivery to the client site/location/workshop. The vendor shall provide and submit his standard "Marking, Packing and Shipping Procedures" for review by the Client. The vendor shall specify any normal conditions.



Or, in particular, to be verified in intermediate storage and during transport. Equipment shall be suitably packed, including any dismantling, transit fastening and bracing necessary to prevent distortion or damage during transit. Adequate protection shall be provided to prevent mechanical damage and atmospheric corrosion in transit and at the job site. Preparation for shipment and packing will be subject to inspection and rejection by the Company's inspectors. All costs occasioned by such rejection shall be to the vendor's account.

SECTION – V

OTHER FORMS & FORMATS

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

LIST OF FORMS & FORMAT

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



F-1

BIDDER'S GENERAL INFORMATION

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR

TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

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

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

NOTE:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-2
BID FORM

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR

TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal
to "**3% of Annualized Contract/ Purchase order value (excluding taxes & duties)** " or as
mentioned in the Tender Document for the due performance within "Thirty [30] days" of such Award.

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

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:



LIST OF ENCLOSURES

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-4

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

(To be stamped following the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

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

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

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

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

We, the _____ Bank at _____ having our Head Office

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

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

.....



F-4A

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

To,

GASONET SERVICES (RJ) LIMITED

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

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

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

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

Dear Sir,

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

FOR

Authorized Signature

(Original Bank) Counter Signature



F-5

LETTER OF AUTHORITY

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

Ref:

Date:

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

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

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

Dear Sir,

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

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

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

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

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



F-6

"NO DEVIATION" CONFIRMATION

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

Place:
Date:

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

To be submitted on the bidder's Letter Head



F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

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

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASNET/C&P-GSL/REGULATOR/2023-24/014**

Dear Sir,

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

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

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

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

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

Place:
Date

[Signature of Authorized Signatory of Bidder]

:

Name:
Designation:
Seal:

To be submitted on the bidder's Letter Head



F-8

CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

PERFORMANCE GUARANTEE No.:

Dear Sir(s),

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

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

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

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



Conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty concerning matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of the constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to _____ (this date should be 30 days after the expiry of the defect liability period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the warranty shall continue to be enforceable until GASONET discharges it in writing. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in an extension of the defect liability period of the contract and the contractor fails to perform the work fully, the bank at this moment agrees further to extend this guarantee at the instance of the contractor till may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The bank also agrees that GASONET, at its option, shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or the other guarantee that GASONET may have about the supplier's/ contractor's liabilities.
7. The amount under the Bank guarantees is payable immediately without any delay by the Bank upon the written demand raised by GASONET. Any dispute arising out of or concerning the said Bank Guarantee shall be subject to the jurisdiction of courts at Ahmedabad.
8. Therefore, we, as a result of this, affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures). We undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have the power to issue this guarantee in your favour under the Memorandum and Articles of Association, and the undersigned has full authority to do so under the Power of Attorney, dated _____, granted to him by the Bank.

Yours faithfully,
Bank by its Constituted Attorney

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

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

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



F-10

AGREED TERMS & CONDITIONS

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/ Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/ Stamp :



F-12

UNDERTAKING ON LETTERHEAD

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

Dear Sir,

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

Place:
Date:

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



F-13

BIDDER'S EXPERIENCE

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASNET/C&P-GSL/REGULATOR/2023-24/014

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

Place:
Date:

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

CHECKLIST

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



F – 15

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

(To be provided on Bank’s letterhead)

Date:

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

Dear Sir,

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

The Customer has informed us that they wish to bid for GASONET’s RFQ/ Tender No. **GASONET/C&P-GSL/DOMESTIC-REGULATOR/2023-24/014** dated..... for “**Services for _____**” and as per the terms of the said RFQ/ Tender, they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp :



F – 16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR THE LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

- The financial year would be the same as generally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
- For this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income”, (ii) Working Capital shall be “Current Assets less Current liabilities”, and (iii) Net Worth shall be “Paid up share capital and Free Reserve & Surplus.”
- This certificate is to be submitted on the letterhead of the Chartered Accountant.**



F – 18

BIDDER'S QUERIES FOR THE PRE-BID MEETING

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

SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____



F-19

E-Banking Mandate Form

(To be issued on vendors' letterhead)

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

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

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

(Signature of vendor/ customer)

BANK CERTIFICATE

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

Bank stamp

Date

[Signature of Authorized officer of Bank]



F-20

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

**SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014**

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) apply to us and our organization falls under the definition of:
 - a. **Micro Enterprise -** []
 - b. **Small Enterprise -** []
 - c. **Medium Enterprise -** [](Please put a tick in the appropriate box.)

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

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

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

SECTION – VI

SCHEDULE OF RATES [SOR]



SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR
TENDER NO.: GASONET/C&P-GSL/REGULATOR/2023-24/014

SCHEDULE OF RATES (SOR)

| PRICE SCHEDULE / SCHEDULE OF RATES | | | | | | |
|---|---|-----------------|-------------|-------------------------------|-----------------------------|--------------------------------------|
| <u>SUBJECT: PURCHASE OF DOMESTIC & SERVICE REGULATOR GAS METER</u> | | | | | | |
| SR. NO. | ITEM DESCRIPTION | QTY. (A) | UOM | UNIT RATE (B) (IN RS.) | FREIGHT (C) (IN RS.) | AMOUNT (D = A*(B+C)) (IN RS.) |
| 1 | DOMESTIC REGULATOR (110 mbar to 21mbar) - [AS PER GASONET TECH. SPECS] | | | | | |
| A | BIKANER GA | 200 | NOS. | | | |
| B | HIMACHAL PRADESH GA | 200 | NOS. | | | |
| C | UTTARAKHAND EAST GA | 200 | NOS. | | | |
| D | UTTARAKHAND WEST GA | 200 | NOS. | | | |
| 2 | SERVICE REGULATOR (06 Bar TO 110 mbar) - [AS PER GASONET TECH. SPECS] | | | | | |
| A | BIKANER GA | 02 | NOS. | | | |
| B | HIMACHAL PRADESH GA | 02 | NOS. | | | |
| C | UTTARAKHAND EAST GA | 02 | NOS. | | | |
| D | UTTARAKHAND WEST GA | 02 | NOS. | | | |
| E | GST RATE (IN %) | | | | | |
| F | GST AMOUNT (IN RS.) | | | | | |
| G | GRAND TOTAL AMOUNT INCLUDING GST (IN FIGURES) (IN RS.) | | | | | |

NOTE: Unit Rate is inclusive of P & F, Transit Insurance, Loading/ Unloading Charges and TPIA Charges

PLACE:

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY

(AND SEAL)