



COMMERCIAL VOLUME VAODARA GAS Ltd./ O & M

VADODARA GAS LIMITED (VGL)

PNGO&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

COMMERCIAL TENDER

Bid Document No.: VGL/ Tender/2016-17/PNG O&M

(VOLUME I A)



Vadodara Gas Limited

Pre Qualification Bid

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**Name of Work : PNG O&M FOR VADODARA
GAS Ltd. LOCATIONS
ACROSS VADODARA**

Tender Fee : Rs. 1500/-

Pre Bid Meeting Date : 16/12/2016

Last date of online submission: 22/12/2016

Last date of hard copy submission: 26/12/2016



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SECTION I **INVITATION FOR BIDS (IFB)**

OPEN DOMESTIC COMPETITIVE BID

NOTICE OF INVITATION FOR BIDS (IFB)

FOR

PNG O&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

Bid Document No.:

1 INTRODUCTION

Vadodara Gas Limited is joint venture of GAIL GAS LTD. and VMSS and after transfer of CNG assets of GAIL, GAIL GAS LTD and VMSS to Vadodara Gas Ltd. , VGL is operating to O3 owned mother station one at race course, Sama and other at Dashrath , O1 online station at Sama and O6 DBS at IOCL, HPCL and ESSAR Oil Ltd. Retails Outlet and 80,000 nos. Domestic Customers and 2500 nos. Commercial Connections.

2 GENERAL

2.1 Owner invites you to submit your bid in complete accordance with Bid Documents. The bidder(s) is expected to examine all instruction, forms, terms and specification in the bidding document.

2.2 Bidder shall furnish necessary documentary evidence to establish his ability in meeting the requirements of the bid documents. In the absence of requisite documents, VGL reserves the right to reject the bid.

2.3 Owner reserves the right to increase or decrease the scope of work of bidders before or after award of work.

2.4 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed bid document. Bid document is non-transferable.

2.5 Bids complete in all respects should reach Owner on or before the Bid Due

2.6 The bid received after bid due time/date shall be rejected.

2.7 Bids received through Fax/E-mail shall not be accepted.

2.8 Owner will not be responsible for cost incurred in preparation and delivery of bids.

2.9 No Technical/Commercial queries shall be accepted after pre bid meeting.

2.10 Bidder to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly.



2.11 This is a ZERO Deviation Bidding Document. Bids with any deviation to the bid conditions shall be liable for rejection.

2.12 Owner reserves the right to allocate work against part or full scope against single or multiple Bidders.

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

2.14 Owner reserves the right to allow Price preference and / or Purchase preference to Central Public Sector Undertakings as admissible under the prevailing Government of India policy.

2.15 VGL decision shall be final in all respect & binding on the bidder.

2.16 Contact details of owner is given below :

In Name / Department of
Head- Commercial & Procurement
VADODARA Gas Limited.
3rd Floor, GAIL building,
Nr. Manisha Circle, O P road,
VADODARA
Gujarat, INDIA.

3 DEFINITIONS:

3.1 "Owner / Purchaser" shall mean M/s. Vadodara Gas Ltd. (for short 'VGL') having its registered office at VADODARA Gas Limited, 3rd Floor, GAIL building, Nr. Manisha Circle, O P road, VADODARA includes its successors and assigns and having corporate office VADODARA Gas Limited, 3rd Floor, GAIL building, Nr. Manisha Circle, O P road, VADODARA.

3.2 "Contract" shall mean Letter of Intent (LOI) / Purchase Order / Service order and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

3.3 "Bidder" designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the Purchaser.

4 BRIEF DESCRIPTION OF PROJECT

4.1 The present project is PE- PNG O & M for VGL locations across Vadodara in different GA / regions for supplying Natural Gas to consumers. It is proposed to execute the work of PE - PNG O & M for VGL locations across Vadodara as per details furnished in this Bid document.

5 BRIEF SCOPE

5.1 Scope includes Rate Contract for PNGO & M for VGL locations across Vadodara as per the specifications and other details given in tender document as mentioned below.

5.1.1 Tender Document : PTS - BIDDER'S SCOPE OF WORK (MANDATORY)

5.1.2 Tender Document : PTS - OWNER'S OBLIGATION

5.2 Free issue materials will be issued to contractors from VGL's designated store as mentioned in bid document.



5.3 It is intended to engage all the different types of contractors.

The requirement of number of contractors of each type based on Owner's assessment of quantum of work shall be informed at the time of allotment of GA Regions. All efforts will be made to engage contractors as per this requirement, however, it will not be binding on the Owner in the event of any change in the requirement.

5.4 VGL reserves the right to increase / decrease the number of contractors in each GA /Locations /Regions.

5.5 For complete scope of work, all volumes of tender document are to be read.

6 CONTRACT PERIOD

6.1 The period of Contract shall be 1 Years from notification of award and extendable for further 1 year based on mutual agreement in line with the Tender Terms and conditions for rates. However, Work orders shall be issued to contractors on yearly basis with renewal after performance review from VGL on same rate, terms & conditions at sole discretion of VGL, subject to satisfactory performance.

6.2 The effective date of order will be the date of first notification of award.

7 BID VALIDITY

7.1 Bid shall be valid for six (6) months from the due date of bid submission. Owner may reject a bid valid for a shorter period being non-responsive.

7.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the Bidder to extend the period of bid validity for a specified additional period. The requests and the responses there to shall be made in writing (by fax / post/ E-mail).

7.3 A Bidder can refuse the request without forfeiture of his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 13 in all respects.

8 BIDDING PROCEDURE

8.1 Bidding will be conducted through Open Domestic e-Tender. Single stage Three bids system is adopted for this tender.

9 DETAILS OF BID DOCUMENT

SALIENT FEATURES OF BID DOCUMENT

M/s VADODARA GAS LIMITED invites competitive sealed bids from eligible and competent contractors as per below details.



<i>Bid reference number</i>	
<i>Scope of work</i>	PNG O&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA
<i>Estimated amount</i>	Rs. 1,23,33,126.24 /-
<i>Earnest Money Deposit (EMD) -</i>	Rs. 2,46,663/-
<i>Tender Fees -</i>	Rs. 1500/- (Rupees One thousand Fifteen Hundred only)
<i>Time Period</i>	01 years
<i>PBG / Security Deposit</i>	@ 10 % of total order value at the time of agreement.
<i>Pre-bid Conference –</i>	On date 16 th December, VGL corporate office at 04.00 pm
<i>Tender must be submitted only on (n-procure website)</i>	22 th December 2016, by 16.00
<i>Last date of tender submission (submission deadline)</i>	22 th December 2016, by 16:00
<i>Last date of Hard copy submission</i>	26 th December 2016, by 16.00
<i>Validity of bid –</i>	120 days from bid submission end date
<i>Bids to be addressed to</i>	ENGINEER IN CHARGE, Vadodara Gas Limited 3rd floor, GAIL building, Nr. Manisha Circle, O P Road, Vadodara.
<i>Contact person for techno-commercial matters</i>	ENGINEER IN CHARGE, VGL



10 DOWNLOADING OF TENDER DOCUMENT

The entire document has been web hosted at <https://nprocure.com> participation of the eligible bidders. Bidders meeting the bid evaluation criteria and intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified.

The bidders who have downloaded the tender document from website shall made payment of bid document fee through Crossed Bank Draft in physical form along with EMD / bid security. The bid of any such bidder shall be considered only if the bid is accompanied by the prescribed bid document fee in the form of Demand Draft along with EMD/Bid Security.

Bid submitted by bidders who have not accompanied the bid document fee along with EMD/Bid Security, the bid offer will be rejected.

The bid will be submitted in three parts as below:

PART - I: TECHNO-COMMERCIAL UN PRICED-BID

PART-II: PRICE BID - ELECTRONICALLY ONLY

PART-III: BID SECURITY / EARNEST MONEY DEPOSIT/ BID DOCUMENT FEES (NON REFUNDABLE)

11 BID SECURITY / EARNEST MONEY DEPOSIT

11.1 The bid security will be in Indian Rupees.

11.2 All bids must be accompanied by a bid security amount as per tender requirement.

11.3 Bid security shall be in the form of banker's bank guarantee from any Nationalised Bank or an International bank of repute (as directed by Government of Gujarat GR.) as per Performa attached in the Tender document.

The bid security shall be submitted along with the bid and to be enclosed in Part – I (Un-priced bid). Bid security in the form of Bank Guarantee shall be valid for 03 (Three) months beyond the validity of the bid.

12 BIDDER'S ELIGIBILITY AND QUALIFICATION CRITERIA

12.1 Those bidders who are working with any other PNGRB authorised CGD company, should have successfully executed PNG O&M Work at least of value **Rs. 62 lakh** in a period of **1 year** during any of the last 7 Years reckoned from the Bid Due Date.

12.2 Bidder should be considered as qualified bidder based on submission of documentary evidences of purchase / work order along with completion certificate for the same purchase / work order directly issued by PNGRB authorised CGD company

12.3 Average Annual Turnover should be minimum **Rs. 1.24 crore** for last three Financial Years.

12.4 Contractor net worth as per the last audited financial statement i.e. for the financial year 2014-15 should be positive.

12.5 Bidder should have to qualify based on their own strength. Joint ventures / consortium are not acceptable.



- 12.6 Purchase / work order along with Completion certificate issued by any others agencies such as contractor / consultant is not considered.
- 12.7 Bidder's firm should be registered partnership Firm/ Pvt. Ltd or Public ltd. Copy of certificate of registration / incorporation needs to be submitted. Bidder's firm should be registered as per relevant Act
- 12.8 Bidder should submit the Copy of Excise Registration, CST, LST/ VAT ,ESI ,PF , Service Tax, PAN Registration Certificates, as applicable. Bidder should submit applicable documents.
- 12.9 The bidder should not have been put on holiday or black listed by Owner, Consultant or any Government Department/ Public Sector as on bid due date.
- 12.10 Bidders shall, as part of their bid, submit a written Notarized Power of Attorney or Power of Attorney stamped in accordance with Stamp Act authorizing the signatory of the bid to bind the bidder.
- 12.11 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out PNG O&M Works under this Invitation for Bids.
- 12.12 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.

➤ **Note – A :**

1. Completion Certificate to be provided by Bidders for the PNG O & M work executed for other CGD company and not mandatory for work executed with VGL and / or VGL. However, PO details to be provided for PNG O & M work executed with VGL.
2. Completion certificates for the PNG O & M work executed by the bidder for other CGD company should specifically mention the work execution period (which should be equal to or more than one year.)

13 PRE-BID MEETING

- 13.1 The bidder(s) or his official representative, who intend to bid are invited to attend a pre-bid meeting which will take place on address, date and time specified in the tender document.
- 13.2 Bidder(s) queries if any, must reach Owner office at least two days prior to pre-bid meeting date, if any by courier or by email. These questions / queries shall be addressed during / post pre-bid meeting.
- 13.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 13.4 Bidder should submit their queries in the attached editable format attached to the tender documents.



SECTION II **INSTRUCTIONS TO BIDDERS (ITB)**

A. INTRODUCTION

1 SCOPE

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

2 ONE BID PER BIDDER

- 2.1 A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals, in which the Bidder has participated to be disqualified.
- 2.2 Alternative bids are not acceptable.

3 COST OF BIDDING

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

4 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 4.1 Tender Documents are non-transferable. The Bidder to whom the tender documents are issued may only furnish the bid in case of limited tender and the bid received from any party other than to whom the tender documents are issued shall be rejected immaterial of fact of any relationship between party to whom tender documents are issued and party, who furnished the bid.
- 4.2 Conditional bids or bids away from the format will not be accepted and owner/purchaser reserves the right to reject any or all bids without assigning any reason; whatsoever.

B. BID DOCUMENTS

5 CONTENTS OF BID DOCUMENTS

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



5.1.1 Volume I A

Section – I : Invitation For Bid (IFB)

Section – II : Instructions To Bidders (ITB)

Section – III : General Conditions of Contract (GCC)

Section – IV : Special Conditions of Contract (SCC)

Section – V : Forms and Formats

Volume I B : Schedule of Rates (SOR)

Volume II : Technical (PTS, QCT and Project, if applicable and Standard drawings)

5.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents.

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

6 SITE SURVEY, IF APPLICABLE:

6.1 The Bidder is advised to visit and examine the sites of work and its surroundings and obtain for itself at his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at Bidder's own expenses.

6.2 The Bidder or any of its personnel or agents will be granted permission by the Owner / Purchaser to enter upon its premises and land for examination , however it is subject to the express condition that the Bidder, its personnel and agents, will release and indemnify the Owner / Purchaser and its personnel and agents from and against any liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such examination.

7 CLARIFICATION ON BID DOCUMENTS

7.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner / Purchaser as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the invitation for Bid (IFB) or tender. The Owner/ Purchaser will respond in writing to any request for clarification of the bid documents which it receives not later than 7 days prior to the deadline for the submission of bids in case of no Pre-Bid meeting.

7.2 Owner / Purchaser will respond in writing to any request for clarification of the Bidding documents which it receives not later than pre-bid date in case of applicability of Pre-Bid meeting. However Owner / Purchaser will not be responsible for any queries which any of the bidders claim to have sent and which do not reach designated email id / address of Owner/ Purchaser.

7.3 Written copies of Owner / Purchaser response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective Bidders who have received the bidding documents. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

7.4 Bidders may contact Owner/Purchaser for further clarifications, if any via e-mail ID:



Stevensk555@gmail.com clearly mentioning the Tender Document No. / e-Tender ID in the subject line.

8 AMENDMENT OF BID DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Owner / Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by issuing addenda and or Corrigendum.
- 8.2 Any addendum /corrigendum thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the websites or notified in writing by e-Mail / e-Portal as mentioned in IFB before bid due date to all the bidders who have received the bidding documents.
- 8.3 Prospective Bidders shall acknowledge receipt of each addendum with bid submission.
- 8.4 Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidder query before submitting the bid.
- 8.5 The Owner / Purchaser may, at its discretion, extend the bid due date in order to allow prospective Bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BID DOCUMENT

9 LANGUAGE OF BID

9.1 The bid document(s) prepared by the Bidder as well as all correspondence(s)/drawing(s) and document(s) relating to the bid exchanged by Bidder shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation in which case for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

10 DOCUMENTS COMPRISING THE BID

10.1 The bid prepared by the bidder shall comprise of the following components and includes Invitation for Bid (IFB)

10.1.1 PART - I: SUPERSCRIPING TECHNO-COMMERCIAL UN PRICED-BID (ENVELOPE- I).TECHNO-COMMERCIAL/ UN-PRICED BID TO BE FURNISHED IN ORIGINAL (SUBMISSION OF SECOND COPY OF BID IS NOT REQUIRED) AND SHALL CONTAIN THE FOLLOWING:

- 10.1.1.1 Covering letter.
- 10.1.1.2 Bid document fee
- 10.1.1.3 Bidder's General Details/ information as per format Form F-1.
- 10.1.1.4 Bid Form as per format Form F-2.
- 10.1.1.5 List of Enclosures as per format Form F-3
- 10.1.1.6 Bid Bond Performa (EMD) as per format Form F-4
- 10.1.1.7 Statutory Auditor's / Chartered Accountant certified Financial Status in Form F -5
- 10.1.1.8 Agreed terms & conditions as per format F – 6
- 10.1.1.9 No Deviation confirmation as per Format F-7.
- 10.1.1.10 Declaration Letter stating the Bidder is not blacklisted / put on holiday by any major Indian oil and gas companies for supply of relevant bid items as per Form - 8.



- 10.1.1.11 Declaration Letter stating the Bidder is not submitted any alternative bid as per Form - 9.
- 10.1.1.12 Declaration on Non litigation by bidder by Client / Consultant / any Indian Government organization/ Government undertaking from quoting as per Form – 10.
- 10.1.1.13 A written Notarized Power of Attorney or Power of Attorney stamped in accordance with Stamp Act Authorizing the signatory of the bid to bind the bidder as per Form – 11.
- 10.1.1.14 Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un priced and price bid opening as per format F-12.
- 10.1.1.15 Details of similar work / service executed during past years as per Form -13
- 10.1.1.16 Declaration on tender documents Downloaded as per Form – 14
- 10.1.1.17 Performa for Contract Performance Bank Guarantee as per Form – 15
- 10.1.1.18 Performa for Indemnity Bond as per Form - 16
- 10.1.1.19 Documents for meeting Bid Qualification Criteria (BQC)
- 10.1.1.20 Information and documentary evidence establishing bidder's claim for meeting BQC, as applicable
- 10.1.1.21 Copy of Un-Priced SOR marked "QUOTED" against the items quoted.
- 10.1.1.22 Copy of CST, LST/ VAT ,ESI ,PF , Service Tax, PAN Registration Certificates, as applicable

Note:

- 1. The bid offer shall consist of the above documents only.**
- 2. Bidder must ensure consist of above bid fulfil the requirement of documents as mentioned in the tender and deem to fit and must be submitted as a part of bid. It is a sole discretion of the Owner to ask bidder to submit the shortfall documents of bid during techno-commercial evaluation.**
- 3. Document submitted in addition to the above listed documents, shall not be considered as part of bid offer and shall not be taken into consideration for evaluation.**
- 4. All pages of the bid offer to be signed and stamped by an authorised representative (as cribed in bid document) of the bidder.**

10.1.2 PART-II: PRICE BID - ELECTRONICALLY ONLY

- 10.1.2.1 Part - II shall be submitted electronically through assigned portal. Physical Price Bid submission / e-mail shall be considered as deviation and liable for rejection.

10.1.3 PART-III: BID SECURITY / EARNEST MONEY DEPOSIT/ BID DOCUMENT FEES (NON REFUNDABLE)

- 10.1.3.1 Part-III shall contain one original and one copy of Bid security in separate sealed envelopes. Bid security in accordance with Clause 13 of ITB to be furnished in Original and 1 (One) copy in the form of Bank Guarantee payable to Owner / Purchaser as per Format F-4.

11 BID PRICES

- 11.1 The Prices should be quoted in INR only.

- 11.2 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes including compliance of BOCW act, duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipments, machineries, spares, etc. but exclusive of Service Tax & VAT/CST or as mentioned in SOR - as applicable and as specified in tender document.



11.3 Bidder must quote prices against each SOR item.

11.4 Prices quoted by the bidder, shall remain firm & fixed during 3 Years from notification of award and extendable for further 1 year based on mutual agreement in line with the Tender Terms and conditions for rates.

11.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.

12 PERIOD OF VALIDITY OF BIDS

12.1 The bid shall remain valid for 6 (Six) Months from the bid due date. Owner may reject a bid which is valid for a shorter period being non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with IFB clause 7 in all respects.

13 EARNEST MONEY DEPOSIT / BID SECURITY

13.1 Pursuant to IFB Clause No. 11, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

13.2 The bid security is required to protect the Owner/ Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 13.11

13.3 The bid security will be in Indian Rupees and shall be in the form of Bank Guarantee in favour of Vadodara Gas Ltd at Vadodara as per format enclosed in the Bid Document.

13.4 Bid security amount shall not be reduced for the reason that Bidder is not quoting for all items.

13.5 Offers without requisite EMD or insufficient EMD shall be summarily rejected. Owner / Purchaser shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

13.6 Bid security shall be from reputed Indian Nationalized / Scheduled bank as per list attached herewith shall only be acceptable as directed by Government of Gujarat GR.

13.7 The Bid Security shall be valid for 03 (Three) months beyond the validity of the bid.

13.8 Any bid not secured in accordance with ITB Clause 13.1 and ITB Clause 13.3 may be rejected by the Owner / Purchaser as non-responsive.

13.9 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 (Thirty) days after the expiration of the period of bid validity prescribed by the Owner, pursuant to ITB Clause-12.



- 13.10 The successful bidder's bid security will be discharged upon the bidder's accepting the Order / confirmation of rates, pursuant to ITB Clause- 35 and furnishing the Contract Performance Guarantee pursuant to ITB Clause- 36.
- 13.11 The bid security may be forfeited:
- 13.11.1 If a bidder withdraws his bid during the period of bid validity.
- 13.11.2 In the case of a successful bidder, if the bidder fails:
- i) to accept the Work Order / Contract / LOI in accordance with ITB Clause- 35 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause- 36
 - iii) to accept correction of errors pursuant to ITB Clause- 26.1
- 13.12 Bid Security must indicate the Bid Document number and the tender name for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.
- 13.13 The Small, Cottage and tiny industrial units of the state having registration numbers from Central Stores & Purchase Organization/National Small Industries Corporation/Director General of Supplies disposals are exempted from furnishing bid security / Earnest money deposit provided they are registered for the quoted items up to the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate. Even the Public Sector Undertaking and firms registered under National Small Industries Corporation (NSIC) and Directorate General of Supplies & Disposals (DGS&D), are eligible for exemption.

14 FORMAT AND SIGNING OF BID

- 14.1 The bidder shall prepare original of the document comprising the bid as per clause 10 of ITB marked "original".
- 14.2 The original bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized either by competent authority in order to bind the bidder to the contract or stating its capacity to sign on behalf of the Bidder.
- 14.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

15 DEVIATION

- 15.1 Owner/ Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 15.2 Deviations, if any have to be listed only in the Deviation Form of this tender document. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Owner. However Owner reserves the right to take the final decision in this regard, without assigning any reason.

D. SUBMISSION OF BIDS

16 SEALING AND MARKING OF BIDS

- 16.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscripted as below:

Part-I : Techno-commercial / Un-priced bid



Part-II : Price Bid - Electronically only through assigned portal

Part-III : Earnest Money Deposit / Bid Security / Bid document fees (non refundable), as applicable

16.2 Part – I: Techno Commercial Un-Priced Bid

16.2.1 Original bid of Techno – commercial Un-priced Bid shall be sealed in one separate envelope superscripting “Techno-commercial Un-priced Bid for Owner / Purchaser (with Item / package / work / project name)” (Tender Document No. .)” “Original”

16.3 Part - II: Price Bid

16.3.1 Price bid shall be submitted Electronically ONLY.

16.4 Part – III: Bid Security /EMD // Bid document fees (non refundable), as applicable.

16.4.1 Original shall be sealed in separate envelopes clearly superscribing “Bid Security /EMD // Bid document fees ” “Original” as the case may be. These envelopes shall be further sealed as detailed above.

16.5 The envelope containing Techno-Commercial un-priced Bids and Bid security shall further be sealed in one outer envelope super scribing "Bid for Owner / Purchaser - _____ " Tender Document Number - _____ and shall be addressed to Head- Commercial & Procurement at address mentioned below:

Bids must be received by Owner / Purchaser at the following Address:

Head- Commercial & Procurement
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Vadodara, Gujarat (INDIA)

16.6 The each envelopes shall:

- (a) Be addressed to the Owner at the address given in the Tender
- (b) Bear the Project name indicated in the Tender, the Invitation for Bids (IFB), and a statement: “DO NOT OPEN BEFORE,” to be completed with the deadline for submission of bids as specified in the Tender.

16.7 Each envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened, if warranted or in case it is declared “late.”

16.8 If the outer envelope is not sealed and marked as above, the Owner/ Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection.

17 DEADLINE FOR SUBMISSION OF BID

17.1 The Bid must be received by Owner / Purchaser at the address as specified in IFB but not later than the time and date as specified in IFB.

17.2 The Owner / Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner/ Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.



18 LATE BIDS

18.1 Any bid received by the Owner / Purchaser after the deadline for submission of bid pursuant to clause no.17.1 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Owner.

19 MODIFICATION AND WITHDRAWAL OF BIDS

19.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Owner / Purchaser prior to the deadline prescribed for submission of bids.

19.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document provisions of Clause 17.1 of ITB, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid shall be modified after the deadline for submission of bid.

19.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder’s forfeiture of its bid security, pursuant to clause 13.11 of ITB.

19.5 In case Owner extends the dead line for submission of bid due to any reason, all rights and obligation of owner and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

E. BID OPENING AND EVALUATION

20 BID OPENING

20.1 The Owner will open all bids without availability of Bidders’ representatives being an e-tender.

21 CLARIFICATIONS OF BIDS

21.1 During evaluation of the bids, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22 CONTACTING THE OWNER

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

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



23 PRELIMINARY EXAMINATION OF BIDS

23.1 Techno-Commercial Bid Evaluation

- 23.1.1 The Owner/ Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 23.1.2 Prior to the detailed evaluation, the Owner / Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the bidding document without deviations, objections, conditionality or reservations.
- 23.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those Bidders, whose Techno-commercial / Un Priced bid contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened. Conditional bids will not be accepted.
- 23.1.4 The Owner / Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Owner / Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23.1.5 The Owner / Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects and qualification criteria are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner / Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders.
- 23.1.6 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 23.1.7 Any other relevant factor, if any, that the Owner / Purchaser deems necessary or prudent to be taken into consideration.
- 23.1.8 Requisite forms should contain all necessary information stipulated in the Bidding Document.

24 REJECTION CRITERIA

- 24.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 24.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
- i) Bid document fee, if any
 - ii) Bid Security (EMD) i.e. non-submission or Bid Security (EMD) not complying with the specified requirements.



- iii) Submission of Contract Performance Bank Guarantee as per tender.
- iv) Period of validity of bid.
- v) Firm & fixed Prices throughout execution of contract
- vi) Offer for complete scope of work
- vii) Warranty and guarantee for work executed/ defect liability
- viii) Resolution of Dispute/ Arbitration clause.
- ix) Payment terms.
- x) Contract Period.
- xi) Prices as per Schedule of Rates as per clause no.25, 26 & 27 of ITB.
- xii) Price reduction schedule provisions.
- xiii) No Deviation
- xiv) Penalty provisions.

25 TYPE OF SOR (PRICING METHODOLOGY)

Bidders to refer volume – IB of II

26 OPENING OF PRICE BID

26.1 The Owner / Purchaser shall carry out opening of price bids electronically for all such Bidders, who qualifies pursuant to techno-commercial bid evaluation

26.2 Price bid will be opened for

26.2.1 Bidders who are directly executed PNG O & M work for VGL and /or VGL as per IFB clause No.: 12.1.1 & 2.1.2.

26.2.2 Bidder who qualified as per IFB clause No.: 12.1.3

27 ARITHMETIC CORRECTIONS

27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:

In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding.

In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.



If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS

28.1 The Owner / Purchaser will evaluate and compare bids previously determined to be substantially responsive pursuant to ITB Clause No. 23 & 24.

28.2 Bidders shall be evaluated separately for each O&M locations for which tender is floated

28.3 The evaluated price of bidders shall include the following or as asked for SOR:

28.4 Total Price shall be inclusive of packing, forwarding, taxes & duties exclusive of Service Tax & VAT/CST or as mentioned in SOR - as applicable, transportation and other local cost incidental for delivery of goods to the designated site, installation, testing, pre-commissioning, commissioning including transit insurance and all insurance required till commissioning.

28.5 The Price evaluation will be carried out by Owner / Purchaser on entire Tender Basis for the commercial ranking with consideration of all SOR line items. However, Owner / Purchaser reserves right to award lowest evaluated bid or rates based on the least cost to the Owner / Purchaser at its sole discretion.

28.6 Bidder shall quote strictly as per respective SOR and it is mandatory to quote for all line items covered in respective SOR unless and otherwise specified in the Tender Document, failing to which their bid shall be rejected. Confirmation to this effect by word quoted against line items of price schedules shall be submitted in technical bid submission.

29 PURCHASE PREFERENCE:

29.1 Purchase preference to Central Government Public Sector Undertaking shall be allowed as per Government instructions in vogue.

30 POST QUALIFICATION OF THE BIDDER / PERFORMANCE CAPABILITY

30.1 Owner/ Purchaser will determine to its satisfaction whether the Bidders selected have submitted the responsive bid and are qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

30.2 The determination will take into account the Bidder's financial, technical, and capacity in particular the Bidder's contract work in hand, future commitments and current litigations of bidder as per qualification criteria in IFB. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Owner/ Purchaser deems necessary and appropriate.

30.3 An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid in which event Owner shall



proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. .

F. AWARD

31 AWARD CRITERIA

- 31.1 Subject to various clauses of ITB , the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award. Work will be awarded as per following procedure.
- 31.2 Owner / Purchaser will award the order on the successful Bidder meeting the criteria Subject to tender provision. However, Owner / Purchaser reserve rights to award contract at sole discretion.
- 31.3 After awarding, if any contractor wants to withdraw or threatening to withdraw due to any reason whatsoever or performs poorly due to insufficient services, they are liable for disqualification at sole discretion of Owner / Purchaser.
- 31.4 VGL reserves full rights to alter the above awarding criteria any time during the course of validity of the tender Document.

32 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 32.1 Owner / Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 32.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only. These quantities subject to change based on business requirements requirement.
- 32.3 Owner / Purchaser at its sole discretion may consider partial Schedule of Rates based on business requirements.
- 32.4 The unit rates quoted by the Bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission except as specified in the Tender Documents.

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

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

34 NOTIFICATION OF AWARD / FAX OF INTENT



- 34.1 Prior to the expiration of period of bid validity in accordance with IFB / ITB (Clause No. 7 /13), the Owner / Purchaser will notify the successful Bidder in writing by Fax / e-mail to be confirmed in writing, that his bid has been accepted.
- 34.2 The notification of award / Fax of Intent will constitute the formation of the contract.
- 34.3 Contractor to ensure a Kick off meeting within 10 (Ten) days of issuance notification of award / FOI, at owner office as per the agenda finalised by Owner.
- 34.4 Upon the successful Bidder's furnishing of order acceptance, pursuant to tender documents. The Owner / Purchaser will promptly notify each unsuccessful Bidder and will discharge his bid security, pursuant to ITB Clause 13.

35 ACCEPTANCE OF WORK ORDER

- 35.1 Owner / Purchaser will issue the Contract / rate confirmation to the successful Bidder. Within 15(Fifteen) working days of receipt of the same, Bidder shall sign all pages and return the acceptance copy of contract / rate acceptance to the Owner / Purchaser, if no communication is received within 15 (Fifteen) working Days of the receipt of such contract / rate confirmation it will be treated that contract / rate confirmation has been accepted entirely.

36 CONTRACT PERFORMANCE BANK GUARANTEE

- 36.1 The contractor shall submit a CONTRACT PERFORMANCE BANK GUARANTEE for the sum equivalent to 10% of total contract value in the form of Demand Draft or Bank Guarantee from Nationalized Scheduled bank within fifteen days from the date of this purchase order valid for Six months beyond the contract period and shall be returned after satisfying the owner that no payment or claim is pending against the contractor from his work or any other authority or agency.
- 36.2 The proceeds of performance guarantee shall be appropriated by the owner as compensation for any loss resulting from the contractor's failure to complete his obligation under the contract without prejudice to any of the rights or remedies the owner may be entitled to as per terms and condition of contract. The proceeds of this performance guarantee shall govern the successful performance of Goods and services during the entire period of Contractual Guarantee / Warranty.
- 36.3 The Bank Guarantee will be discharged by Owner not later than twelve months from the date of expiration of the Contractor's entire obligations, including any warrantee obligations, under the contract.

37 CORRUPT AND FRAUDULENT PRACTICES

37.1 The Owner requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- “Fraudulent Practice” means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, and includes collusive practise amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition;



- “Unfair trade practices” means execution of services different from what is ordered on, or change in the Scope of Work which was given by Owner in tender.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

37.2 Owner will reject a proposal for award, if it determines that the Contractor recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question;

37.3 Owner will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Owner determines that the firm has engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for or in executing a contract.

38 INCOME TAX LIABILITY

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

39 EMPLOYEE PROVIDENT FUND (EPF)

39.1 Bidders have to furnish the proof of existing Employee Provident Fund details as per clause no. 10.1.1.22 of ITB.

40 GENERAL

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

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

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

40.4 Contractor will have to mobilise manpower & equipment as discussed in kick off meeting from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.

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

SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)



1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 "Owner" shall mean M/s. VADODARA GAS LIMITED. (for short 'VGL') having its registered office at 3rd Floor GAIL building, Nr. Manisha Circle , Old Padra Road, Vadodara, Gujarat (India).
- 1.3 "Contract" shall mean Letter of Intent (LOI) / Service Order and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto or means the agreement entered into between the Owner and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.4 "Contractor" shall mean the person, firm or company to whom Service Order / Contract is placed / entered into by Owner for providing Services. The term Contractor includes its successors and assigns.
- 1.5 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.6 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.7 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.8 "Bidder" designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the Owner.
- 1.9 "Order Value" shall mean the price payable to the Contractor under the Contract for the full and proper performance of his contractual obligations.
- 1.10 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.11 'Engineer' means an authorized representative of the Owner, if any, to which the Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Owner, mutatis mutandis.
- 1.12 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.13 'Goods / Materials ' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement or shall mean and include any and all material, machinery, equipment, spares, tools, supplies, work, supervision, services required for job description to be executed by the Contractor to complete the contract. Goods shall be complete in all respects to comply with performance parameters stipulated in Contract.



- 1.14 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.15 'Inspector' means any person or outside Agency nominated by Owner to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.16 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.17 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. Vadodara Gas Ltd. (VGL).
- 1.18 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 1.19 'Site' or 'Owner's stores' means the place or places named in tender document.
- 1.20 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.21 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.22 'Bid' or 'Tender' shall have the same meaning.

2 SCOPE OF WORK

The "Scope of Work" is defined in subsequent attachments to the Bid Document. The Contractor shall provide all necessary materials / Services, Equipment, labor, etc. for execution & maintenance of work till completion unless otherwise mentioned in the Tender Document.

3 INTERPRETATION OF CONTRACT DOCUMENT

- 3.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 3.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 3.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 3.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB



SPECIFICATIONS contained herein and PNGRB guidelines, CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

4 CONFIDENTIALITY

- 4.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Contract / Bid Document or information received from the Owner / Consultant / Engineer/ Inspector.
- 4.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 4.3 However, these obligations do not apply to documents for which it can be demonstrated that
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 4.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 4.5 Any document, other than the Agreement itself, enumerated shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.
- 4.6 The Confidential Information is and remains the property of the Owner.

5 CONTRACT PERFORMANCE BANK GUARANTEE

- 5.1 As per clause no. 36 of ITB and the award of work order, the successful bidder shall furnish the performance guarantee in the form as provided in the Bid documents.
- 5.2 The Contract Performance Bank Guarantee shall be taken as per clause no. 36 of ITB.
- 5.3 The Contract Performance Bank Guarantee shall be released as per clause no. 36.
- 5.4 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security
- 5.5 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.



- 5.6 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Owner as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 5.7 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:
- 5.8 A bank guarantee issued by a scheduled/ Nationalized bank is acceptable to the Owner, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Owner and returned to the Contractor as per clause no. 36 of ITB under the Contract, including any warranty obligations.
- 5.9 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of contract.

6 INSPECTIONS AND TESTS

- 6.1 The Goods shall be inspected (i) At consignee end by Owner (ii) At factory premises of the Contractor by Owner or Third party duly approved by Owner. The Contractor shall extend all necessary cooperation to Owner / Third party inspection agency (TPI) in carrying out the inspection.
- 6.2 In case if the Contractor offers the material for inspection and the same fails then third party re-inspection costs as per contract terms will be borne by the Contractor.
- 6.3 During execution of work, the works shall be inspected by the Owner or its authorised representative for acceptance of the same.
- 6.4 For contractor's supplied items, Third Party Inspection report shall be submitted by the contractor.
- 6.5 The Owner or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 6.6 If any inspected or tested material fail to conform the specifications, the Owner/ Owner's representative may reject them and the Contractor shall either replace the rejected materials or make all the alterations necessary to meet the specifications, free of cost to the Owner.

7 TRANSPORTATION

- 7.1 Transportation of all items covered in the scope of works i.e Owner's free issue materials & his own supply materials (Bought out) by contractor, will be arranged by contractor at his own cost including insurance storage, Handling, Transportation and etc. Contractor will also be responsible for taking delivery of free issue material from Owner's designated store and Transportation to place of work including its coverage for transit insurance.

8 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD



- 8.1 The Contractor warrants that the work carried out under the Contract are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner.
- 8.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 8.3 Contractor warrants that the quality of Goods supplied / Services Rendered shall be in accordance with contract and specified standards and show the utmost skill, diligence and competence in workmanship.
- 8.4 Contractor warrants that such Goods / Services shall meet the requirements of, and be in conformity with all applicable laws, rules, regulations and ordinances of the Government of India or any subdivision thereof.
- 8.5 Contractor warrants that Goods under this contract as applicable will be new and of recent manufacture, of specified quality and free of all defects and all malfunctions, including latent defects, and compete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and Specifications, and all relevant codes as applicable to Goods in India or any sub division thereof.
- 8.6 The Goods Warranty / Defect Liability Period shall extend over a period of Twelve (12) months from the date of which the Goods are successfully commissioned into operation unless otherwise stated differently in the Special Condition of Contract (SCC).
- 8.7 Owner's discretion with the greatest diligence and at Contractor's expense to the full satisfaction of Owner. The Contractor shall also provide supervision as required and accept charges for the dismantling and reassembly of work on site. All transport costs for the parts to be repaired or replaced will be paid by Contractor.
- 8.8 Failing prompt and sufficient action on the part of Contractor, Owner reserves the right to effect or arrange for all of the necessary work at Contractor's risk and expense. Owner shall have the right to recover such costs from Contractor. Contractor's liability in respect of aforesaid rectification /replacement shall be unlimited without exception. All the spares shall be supplied with fitment certificate to the original equipment, as applicable.
- 8.9 If any fault, defect or nonconformity is discovered by Owner or any other Agency during the warranty period, Contractor shall take or arrange for all measures necessary to correct, or have corrected, any and all defects, or to replace or have replaced the defective parts (the decision regarding replacement/repair shall be confirmed by Owner).
- 8.10 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter.
- 8.11 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Contract.

9 PRICES



9.1 Prices charged by the Contractor for all Services performed and Goods delivered under the Contract shall be on firm price basis, with the exception of any price adjustments authorized as per Tender / Bid any price adjustments authorized as per tender document.

10 TAXES, DUTIES, ETC.

10.1 Tax(es) shall be deducted at source in accordance with statutory requirements. The Contractor undertakes to issue proper invoice as stipulated under the service tax legislations to enable the Owner to avail the credit of such taxes, wherever applicable, paid by the Contractor.

10.2 However, if Owner is not able to avail the credit due to issuance of defective invoice by Contractor or issuance of invoice not capturing the requirement necessary to enable Owner to claim tax credit then any loss to the Owner on his account shall be indemnified by the Contractor. Owner may in its sole discretion decide to recover such loss by way of deduction from payment due to the Contractor or invoking the performance bank guarantee.

10.3 Any statutory variation on account of Service Tax & VAT/CST or as mentioned in SOR - as applicable, if any; within the contract period shall be reimbursed by Owner or refunded by the Contractor, as the case may be. Such adjustment shall be limited to direct transactions shown as taxes in Contractor's invoice between the Owner and the Contractor.

10.4 The Contractor will have to bear all the income tax liability both corporate and personal tax.

10.5 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

10.6 Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

10.7 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

11 STATUTORY VARIATION

11.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for such statutory variations in Service Tax & VAT/CST OR as mentioned in SOR - as applicable, which shall be reimbursed by Owner / refunded by contractor as the case may be against documentary evidence.

12 PAYMENT METHODOLOGY



- 12.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner latest by 7th day of each month, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In-Charge within 30 days, if found in order as per the terms and conditions of the Contract.
- 12.2 While preparing the invoice, Contractor shall adhere to the following instructions:
- 12.2.1 The invoice shall have the Service Order No., Project name and complete description of works as indicated in Schedule of Rates.
- 12.2.2 Contractor should have to submit separate Invoices for Supply and Services part, as applicable.
- 12.2.3 All payments under this Contract shall be subject to income tax deduction i.e. Tax Deducted at Sources (TDS) as may be applicable under the prevailing statute at the time of payment or its being due to the 'Contractor'.
- 12.2.4 Contractors shall in addition to other construction taxes also be responsible for payment of cess under the Building & Other Construction Workers Welfare Cess Act, 1996 as applicable and same will be deposited with relevant authorities with intimation to the company, failure to which Owner reserve rights to retain the same from contractor bill said, retention amount shall be released upon submission of Challan against payment of cess under the Building & Other Construction Workers Welfare Cess Act, 1996.
- 12.2.5 Contractor shall submit the bill (Invoices) within 30 days from the date of supply/completion of services, filing which Company shall exercise the right of deducting 33% of Invoice value on account of "Tax Loss" to Company.
- 12.3 No interest shall be paid in case of delay in payments. For payment terms, refer clause no. 7 of SCC.

13 SUB CONTRACTING OR SUB-LETTING OF CONTRACT:

- 13.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the Contractor without written consent of Owner,
- 13.2 Provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Service Order.

14 TERMINATION FOR DEFAULT

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



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

15 CHANGE IN CONSTITUTION

15.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12.1 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

16 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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

17 CONTRACTOR'S OFFICE AND STORE AT SITE

17.1 Contractor office shall be situated to the nearest possible location to the work site.

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

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

17.4 Project office operational should include computers, printer, telephone, storage for documents, fax and email facilities and all necessary furniture and fixtures and other utilities (water, toilets) necessary for a fully functional project office for effective communication and documentation.

17.5 Contractor office should have sufficient seating space for people for day to day meeting and discussions with TPI's, Construction supervisor and Engineer In charge.

18 CONTRACTOR TO INDEMNIFY THE OWNER



- 18.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.
- 18.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUBCONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 18.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

19 SAFETY REGULATIONS

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

20 OTHER AGENCIES AT SITE

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

21 LIENS

- 21.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of Laying / Installation /erection, testing and commissioning of the WORK.
- 21.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER



may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR.

21.3 If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

22 TERMINATION FOR OWNER'S CONVENIENCE

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

- (a) Breach of contractual obligation by the Contractor
- (b) Insolvency or bankruptcy of the Contractor
- (c) Unsatisfactory performance or negligence by the Contractor
- (d) Failure to meet the objectives by the Contractor as envisaged under the contract
- (e) Failure to meet HSE norms by the Contractor

22.2 The decision of Owner regarding occurrence of any of the aforesaid events shall be final and binding on the parties.

22.3 In the event Owner terminates the Contract in whole or in part, as above, Owner may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the Contractor shall be liable to Owner for any excess costs for such similar services / goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

22.4 Goods procured by the Contractor, but not utilized till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.

22.5 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with Owner.

23 CORRUPT AND FRAUDULENT PRACTICES

23.1 The Owner requires that Bidders observe the highest standard of ethics during the execution of Contract. In ursuance of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:

- "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, and includes collusive practise amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition;
- "Unfair trade practices" means execution of services different from what is ordered on, or change in the Scope of Work which was given by Owner in tender.



- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

23.2 Owner will reject a proposal for award, if it determines that the Contractor recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question;

23.3 Owner will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Owner determines that the firm has engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for or in executing a contract.

24 PAYMENT IF THE CONTRACT IS TERMINATED

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 6.14 of SCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

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

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

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

25 NO WAIVER OF RIGHTS

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

25.2 No relaxation, forbearance, delay or indulgence by either party (Contractor or Owner) in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.



25.3 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived

26 PLANNING

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

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

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

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

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

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

27 PROGRESS

27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per tender terms & conditions & scope of works mentioned in Volume- II shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to relevant clause of GCC/SCC.

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

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



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

28 WORK IN MONSOON AND DEWATERING

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

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

29 WORKING ON SHIFT, SUNDAYS AND HOLIDAYS

29.1 BIDDER shall ensure reliever for planned leave / absence of manpower in addition to the reliever mentioned in tender against leave relief / Weekly Offs and Holidays as per standard Labour Laws.

29.2 Bidder shall provide Relievers to the shift personnel.

29.3 Bidder shall provide the overall In-charge and meter readers in general shift.

29.4 Necessary interviews of contractor's personnel shall be taken by the OWNER prior to deploying them at station.

29.5 BIDDER shall prepare monthly shift schedule well in advance and submit for approval by OWNER.

29.6 Bidder shall submit the list of Public Holidays observed in their organisation and shall approve by OWNER from time-to-time. However, BIDDER shall ensure that operations are not affected.

29.7 Bidder shall provide separate manpower for Add on Services like annual maintenance contract (AMC) work / Alteration & Modification

30 ARBITRATION / SETTLEMENT OF DISPUTE:

30.1 Any dispute between the parties shall be resolved mutually.

30.2 If the dispute cannot be resolved by mutual consultation between the parties within 15 days, the parties may refer the matter to the sole Arbitrator to be appointed by the Owner in accordance with provisions of Arbitration and Conciliation Act, 1996 under the Indian law and rules framed there under as may be amended from time to time or its re-enactment. Place of Arbitration shall be Vadodara, Gujarat (INDIA) and the arbitration shall be conducted in English language only.

30.3 Notwithstanding any Dispute (or the pendency of any dispute resolution proceedings, including any arbitration or court proceedings in relation to the Contract), at all times, the Contractor shall proceed with the performance of its obligations in relation to the Contract in accordance with the instructions of the Owner and in accordance with this Contract.



31 INDEMNIFICATION:

31.1 The Contractor shall indemnify and hold harmless Owner and its employees and officers from and against any suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property, arising in connection with the supply of Goods / services or any other materials and operations and by reason of the negligence of the Contractor or its Sub-contractors, or their employees, officers or agents.

32 ASSIGNMENT & BANKRUPTCY

32.1 Contract shall be binding on and ensure to the benefit of Owner and Contractor and to their respective heirs, executors, administrators, successors and assigns, but neither Owner nor Contractor shall assign this contract or any portion thereof, or any benefit or money accruing to it there under, without the written consent of the other party.

32.1.1 The Owner may however assign Service Order to any of its group company. In such a case, mere advance information by Owner to Contractor shall entitle the Owner to assign this Purchase Order to any of its group company.

32.1.2 Goods shall not be or be deemed to be an asset in a bankruptcy if Contractor, voluntarily or not, becomes or is declared bankrupt.

32.1.3 Owner may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or insolvent, provided such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the Owner.

33 CONSEQUENTIAL & INDIRECT DAMAGES

33.1 Notwithstanding anything contained elsewhere in this Contract neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

34 PUBLICATION

34.1 Contractor, either alone or jointly with others, cannot publish material relating to the contract. Such publication shall be subject to approval of the Owner in writing.

35 LIMITATION OF LIABILITY

35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of the Contract Value. However, the aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

35.1.1 Breach of Applicable Laws by the Contractor

35.1.2 Gross negligence, fraud, or willful misconduct of the Contractor.



36 GOVERNING LANGUAGE

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

37 NOTICES

37.1 Any Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, hand-delivered acknowledgment are acceptable mode of acknowledgment.

37.2 In case of speed post and registered AD notices, a copy of notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of notice by Owner which will be returned to Contractor & shall be considered as valid acknowledgment of notice.

37.3 All Notices shall be sent to respective representatives of parties.

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

38 INSURANCE

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

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

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

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

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



i) EMPLOYEES STATE INSURANCE ACT:

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

ii) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

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

The policy shall indicate:

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

iii) ACCIDENT OR INJURY TO WORKMEN:

The Owner shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR , if applicable under this contract conditions and except an accident or injury resulting from any act or default of the Owner, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the owner against all such



damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) **TRANSIT INSURANCE**

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to owner site and or any free issue materials issued by Owner, to be transported to site for execution of work.

The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**

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

vi) **Comprehensive General Liability INSURANCE**

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

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

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

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

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

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

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party



Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.1 times the order value. The policy shall be taken for individual work order.

The policy shall indicate:

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

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

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

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

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

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

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

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

40 DATE OF COMING INTO EFFECT

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



41 EXECUTION OF WORK

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

42 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

The details of minimum required equipments, non Sparking Tool &, Tackles shall be as per attached Annexure in Technical Specification Volume no.: II of II.

43 CARE OF WORKS

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

44 OWNER MAY DO PART OF WORK

44.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with Twenty Five percent (25 %) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.



45 POSSESSION PRIOR TO COMPLETION

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

46 SUSPENSION OF WORKS

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

47 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

47.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 15 (Fifteen) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments up to the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (Seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

47.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including Laying/erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and Re payments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant.

Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

48 DEFENCE OF SUITS

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



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

49 DEDUCTIONS FROM THE CONTRACT PRICE

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

50 COMPLETION CERTIFICATE

50.1 APPLICATION FOR COMPLETION CERTIFICATE: When the CONTRACTOR fulfils his obligation under Clause 56.1, he shall be eligible to apply for COMPLETION CERTIFICATE. The OWNER shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within 01(One) month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS along with fulfilling all liabilities w.r.t. materials reconciliations.

51 CONTRACTOR'S RESPONSIBILITY

- 51.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 51.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.
- 51.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.
- 51.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within given time in the notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.



51.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

52 PRINTS, DRAWINGS & SPECIFICATIONS

52.1 The Contractor shall furnish all drawings, specifications, documents, schedules, progress report etc as per Scope of Work.

53 TRADEMARKS

53.1 Nothing in this contract confers upon the Contractor any right to use trademarks, trade names or service marks or even otherwise, nor shall any Contractor adopt any trademark which is confusingly similar to any a trademark of the Owner.

54 SEVERABILITY

54.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

55 PROPERTY & RISK

55.1 Goods shall become the property of Owner either:

55.1.1 When Goods have been delivered at the delivery point specified in contract or

55.1.2 When a progress payment has been made in respect of Goods prior to aforesaid delivery.

55.2 In either event all risk in Goods shall remain with contractor until Goods are delivered to Owner at the point specified in contract.

56 MODIFICATION / AMENDMENT IN CONTRACT

56.1 All modifications leading to changes / Amendments in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

56.2 Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

56.3 Owner may, by Written Notice to Contractor, order extra quantity or make changes by altering, adding to or deducting from Goods / Services. Service Order Price may be then revised accordingly.

56.4 If Contractor claims that any instructions received from Owner justify additions / reductions to Service Order Price, he shall give Owner written notice within a period of 15 days from the receipt of such instruction, and in any event before proceeding to execute the work.



56.5 No such extra work shall be allowed or form the basis of any claim for compensation over and above, or in addition to, Service Order Price specified herein, unless a detailed estimate of the cost is approved by Owner in writing.

57 FREE ISSUE MATERIAL

57.1 When material is provided to the Contractor on a free-issue basis by Owner, the Contractor undertakes to replace at its own expense any such material scrapped in excess of any scrap allowance given as per terms of the contract. All free-issue material shall remain the Owner's property and all work done thereon shall immediately vest in the Owner.

57.2 All such materials shall be deemed to be in good condition when received by or on behalf of the Contractor unless it otherwise notifies the Owner within seven (7) days of receipt.

57.3 The Contractor is required to maintain separate records of receipts and disposals for audit purposes.

58 RECEIPT & ACCEPTANCE OF GOODS

58.1 Upon receipt of Goods at the Site, Owner will inspect the packaging for damage or tampering. In case of nodamage or tampering, the shipment will be stored at Owner's site in the warehouse.

58.2 If damage or tampering is noticed, the Owner will advise Contractor, within Seven (7) days from receipt, of the nature and extent of the damage or tampering and Contractor will have the option at its own expenses to send a representative to examine the Goods. The Owner will at its option proceed to examine the Goods within Thirty (30) days to ascertain precise extent of any damage or shortage and in the absence of a representative from Contractor, the Owner's report of such shortage/damage will be deemed accepted by the Contractor.

59 QUALITY ASSURANCE

59.1 Contractor shall be required to have implemented an effective Quality Assurance System in his organization preferably in accordance with the requirements set forth in ISO 9001, 9002 or 9003 as applicable or the latest equivalent.

59.2 Contractor shall be responsible for the verification and approval of Sub-Contractor's Quality Assurance System for compliance with the requirements as set forth above, as applicable.

59.3 Owner reserves the right to perform Quality Assurance Audits in order to verify at any time during bid evaluation and execution of Service Order that Contractor and its Sub-Contractor's Quality Assurance System(s) meet(s) the requirements set forth herein and where applicable conforming ISO 9001, 9002, 9003 or the latest equivalent.

60 MATERIAL REJECTION

60.1 If Owner finds that materials supplied are not of the ordered quality or not according to the specification required by the Owner or received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the Owner shall be the sole judge, the Owner is entitled to reject the material, cancel the Service Order and buy it from the Open Market and recover the loss, if any, from the Contractor.



60.2 Rejected goods should be removed and replaced within 15 (Fifteen) days of the date of communication of rejection from Owner at their cost in all respect.

60.3 However, even within 07 (Seven) days from the date of intimation of removal of rejected materials, if the material is not taken out from the site, Owner will be free to dispose-off the material free of cost to any party and expenses if any, incurred for disposal shall be payable by the Contractor.

60.4 In case of breakage / shortage, Claim in respect of the same in any cases shall be referred on the Contractor within thirty days from the date of receipt at stores by the Owner which shall be replaced / made good by the Contractor at their own cost. All risk of loss or damage to the material shall be upon the Contractor till it is delivered to the Owner.

61 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

62 EMPLOYMENT LIABILITY OF CONTRACTOR

62.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall preferably be on his roll and be paid by him and Owner shall have no responsibility towards them.

62.2 The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

62.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

62.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

62.5 All liability arising out of accident and death while on duty shall be borne by Contractor.

63 COMPLIANCE OF LAWS AND OTHER STATUTORY PROVISIONS, AS APPLICABLE

63.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

63.2 Contractor shall procure / obtain, at its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinance and other acts & rules in effect at the place where any of the work is to be performed and shall adhere to and comply with all the applicable laws, regulations, ordinances and other acts & rules in effect in relation to all the work under the Contract and performance of the Supplier.

63.3 The Contractor shall bear all costs related to adhering to all such applicable laws including payment of any cess, charges, taxes, duties or contributions prescribed in the relevant laws. The Contractor shall not claim any non adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same. Further the Contractor shall keep the Owner



indemnified and harmless from any liability, penalty which might be imposed including any cost, expenses which Owner might be required to bear/incur by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

- 63.4 The Contractor deploying contract labour shall obtain necessary license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 63.5 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour (“Regulation & Abolition”) Act 1970 and Acts made thereafter.
- 63.6 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour (“Regulation & Abolition”) Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923, The Building And Other Construction Workers’ Welfare Cess Rules, 1998 and other relevant Acts, Rules & Regulations in force from time to time.
- 63.7 The contractor shall be responsible for necessary contributions towards Provident Fund (PF), Family Pension, Employees' State Insurance Corporation of India (ESIC) or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 63.8 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 63.9 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor’s personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 63.10 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor’s personnel shall be arranged by the contractor himself.
- 63.11 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.



63.12 Any failure or non compliance of the Labour Laws and other rules and regulations to be complied there under the same shall be recoverable by the Owner from the Supplier's bills or Retention Money or by revoking the performance bank guarantee.

63.13 Contractor shall be solely responsible and liable for the payment of labour cess on the contract value as per the provision of "The Building and Other Construction Workers' Welfare Cess Act, 1996 and The Building And Other Construction Workers' Welfare Cess Rules, 1998, as applicable from time to time".

64 OWNER ENGINEER-IN-CHARGE

64.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

64.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

64.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor.

64.4 Key personnel can be deployed at site only after getting approval from the OWNER.

65 REPATRIATION AND TERMINATION

65.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving in notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

65.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.

65.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

66 INDEMNITY

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



67 PERFORMANCE SECURITY (CONTRACT-CUM- PBG / SECURITY DEPOSIT) PROCEEDS

- 67.1 The proceeds of Performance Security shall be appropriated by the Owner as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract including shortfall / damage / loss of free issue materials, without prejudice to any of the rights or remedies Owner may be entitled as per terms and conditions of Contract.
- 67.2 The performance security shall be denominated in the currency of the Contract.
- 67.3 Performance Security (CPBG) shall be from any Nationalised Bank or an International bank of repute as directed by Government of Gujarat GR shall only be acceptable.

68 ROYALTIES AND PATENTS:

68.1 Contractor represents and warrants:

- 68.1.1 That Goods provided under Service Order and the sale or use of them does not infringe, directly or indirectly, on any patent, copyright or trademark, foreign or domestic owned or controlled by any third party and
- 68.1.2 That Contractor shall at its, own expense, defend, indemnify and hold Owner and its subsidiaries and associated companies harmless from and against any and all present and future claims, based on or arising out of any alleged or actual infringement thereof, and
- 68.1.3 That Contractor will promptly pay, on Owner's demand all losses, expenses, costs, damages, liabilities and judgment suffered or incurred by Owner arising from said claims and / or infringement, without any limitations or restrictions.

69 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

- 69.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working.
Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.
- 69.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-In- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from at site thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be



requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

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

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

70 GOVERNING LAWS & JURISDICTION:

70.1 This Contract shall be governed by and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Vadodara, Gujarat.

71 FORCE MAJEURE

71.1 The terms "Force Majeure" as employed herein shall mean act of God, flood, drought, earthquake, cyclone or other disaster, epidemic, plague, fire, act of war or like event which are unpredictable and outside the reasonable control of the affected Party, and which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the affected party of its obligations under this Contract.

71.2 However, following are not treated as Force Majeure:

71.3 Unfavourable weather conditions which are reasonably expected for the climate in the geographic area where the work is to be performed; or

71.4 Any delay, default or failure (direct or indirect) by the Contractor in obtaining materials, equipment or manpower required for performing any work; or

71.5 Financial distress of the Contractor shall not be treated as Force Majeure event.

71.6 Strikes, disputes or other action solely among employees of Contractor or its sub-contractors or supplier/sub-supplier of the Contractor.

71.7 A Party, which is, by reason of Force Majeure, unable to perform any obligation or condition required by this contract to be performed shall notify the other Party in writing within 24 hours giving reasonably full particulars of the event or circumstance of Force Majeure, the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations.



- 71.8 The obligations of the Parties under this contract to the extent performance thereof is prevented by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure.
- 71.9 If performance of the Contractor is suspended by force majeure conditions for a period of 2 (two) Weeks or more, then Owner may in its sole discretion terminate this Contract with immediate effect either in whole or in part at any time thereafter by giving notice thereto.



SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 DEFINITIONS AND INTERPRETATIONS

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

1.1. Definitions

Bid Documents	shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 6.
Effective Date	shall mean the date on which Contractor’s obligations will commence and that will be the date of Fax of Intent / Letter of Award.

2.0 INTERPRETATIONS

- 2.1. Where any portion of the General Terms & Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.2. The Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 2.4. Wherever it is mentioned in the specification that the Contractor shall perform certain Work to provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.5. Generally the materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and PNGRB and Codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 2.6. It will be the Contractor's responsibility to bring to the notice of the Engineer-in-Charge any conflict in the contract documents before starting the work (s) or making the supply with references, which the conflict exists.



- 2.7. In the absence of any Specifications covering any material or design of work, the same shall be performed / supplied / executed in accordance with Standard Engineering Practices as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 2.8. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 2.9. All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.10. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

3.0 GENERAL

- 3.1. All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform badges while working on premises of the Owner including work sites.
- 3.2. The rates quoted by the bidder must be inclusive of all the taxes, duties & levies including compliance of BOCW act except Service Tax & VAT/CST or as mentioned in SOR - as applicable. All taxes, duties, other statutory levies and rates thereof applicable as prior to due date of submission of bid shall be included in the quoted rates.
- 3.3. Contractor shall provide all labour and necessary supervision to carry out the work as per the scope of work as defined in tender document, which forms part of this contract in accordance with the conditions of the contract laid down in this part of contract read in conjunction with General Conditions of Contract.

4.0 SCOPE OF WORK

- 4.1. Scope includes PNGO & M for VGL locations across Vadodara as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from VGL's designated store as mentioned in bid documents. Bidders shall also be responsible for liasoning based on permissions obtained by VGL from authorities for O & M works covered in their scope. Bidder shall be responsible to carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions to execute the works, regular follow ups and obtaining the permission. VGL is responsible only for obtaining the permissions from statutory authorities.
- 4.2. Transportation: Transportation of all items covered in the scope of works i.e. Owner's free issue materials & his own supply materials (Bought out) by contractor, will be arranged by contractor at his own cost including insurance storage, Handling, Transportation and etc. Contractor will also be responsible for taking delivery of free issue material from Owner's store and Transportation to place of work including its coverage for transit insurance.
- 4.3. The contractor shall make own arrangements to provide all facilities like boarding and transport etc to employees/ workers engaged by the contractor.



- 4.4. Contractor shall maintain proper record of his working employee's attendance and payment made to them for inspection. The contractor's representative/supervisor shall report daily to the Engineer-in-Charge for day to day working.
- 4.5. All the jobs mentioned under Scope of Services and Schedule of rates shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor's Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.

5.0 STATUTORY VARIATIONS IN TAXES

- 5.1. Bidder shall be required to quote their unit rates for all the SOR items inclusive of all applicable taxes & duties including compliance of BOCW act, freight, Insurance including Transit Insurance excluding Service Tax & VAT/CST or as mentioned in SOR - as applicable and defined in the tender document.

6.0 PAYMENT TERMS AND MODE OF PAYMENT

- 6.1. The payments to the Contractor against monthly RA Bill will be released within a period of 30 (Thirty) days from the date of receipt of the certified invoice as per the terms and conditions of the Contract

7.0 PAYMENT METHODOLOGY

- 7.1. The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in duplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within 01 (One) month to avoid any statutory penalties on delay in paying taxes.
- 7.2. The payments to the Contractor will be released within a period of 30 (Thirty) days from the date of receipt of the certified invoice as per the terms and conditions of the Contract.
- 7.3. Owner will release payment as per SCC cl. No. 6.

8.0 COMPENSATION FOR IDLE TIME

- 8.1. NOT APPLICABLE.

9.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

- 9.1. The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result & thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
- 9.2. In such cases, a change order or request for extra or amendment of PO will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up



data for their review and for final settlement of any impact on price within 15 (Fifteen) days thereafter.

9.3 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:- I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 15 (Fifteen) days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN- CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15 (Fifteen) % to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15 % (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.

10.0 HEALTH SAFETY AND ENVIRONMENT (HSE)

10.1. The Contractor needs to follow the HSE (Health, Safety & Environment) Policy of the Owner as applicable.

10.2. Contractor should follow Owner's (or should have his own) standard HSE Procedures as applicable based on nature of services / supply for important HSE aspects e.g.

10.3. The Contractor will strictly adhere to Health Safety and Environment policy as stated in Technical Specifications Vol. II of II of this Bid document and/ or the policies followed by the Owner.



- 10.4. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.
- 10.5. Contractor has to ensure the safety of man and machine all the times. Damages to equipments due to bad workmanship/negligence will be recovered as per the decision of Engineer-in-Charge, which will be final and binding upon the contractor.
- 10.6. The contractor shall supply all the protective safety equipments like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.
- 10.7. Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.
- 10.8. Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.
- 10.9. HSE training procedure or system for all his and his sub-contractor's employees (Induction training to be mandatory for all temporary or permanent employees).
- 10.10. HSE Incident reporting and investigation procedures or system for all HSE Incidents on Owner works, it to include near miss, hazards and incidents for reporting and investigation.
- 10.11. HSE Inspections and audits of Owner works allotted to them.
- 10.12. All employees of the firm need to abide by HSE Personal Protective Equipment requirement stipulated by Owner Company from time to time and work to work basis.
- 10.13. HSE tool box talks are mandatory for all Owner works and needs to be done at the start of each day and shift before start of the job and should be recorded.
- 10.14. Owner Work Permit system is mandatory to be followed for all Owner works as per standard requirements.
- 10.15. Owner legal and statutory requirements pertaining to work or facility needs to be strictly adhered to.
- 10.16. For Long Term contracts, Owner contractor/Vendor/Consultant to provide a dedicated HSE Plan and method statements or procedures to be followed on site, which must answer all matters explained in these rules.
- 10.17. For all hazardous activities the contractor/vendor /consultant or service provider needs to ensure that experienced and competent persons are engaged. Persons below 18 years of age are not allowed on Owner works.
- 10.18. For lady workers proper care for their children to be ensured by contractor by allotting a care taker may be from his own lady workforce and children should not enter the work areas at any point of time. All workforce must be given adequate rest periods and shelters as required by various legal & statutory requirements.



- 10.19. As per various legal and statutory requirements if required and stated by Owner authorities medical checkup of all employees will have to be ensured as per requirement stated by Owner Authorities and their medical reports submitted to Owner for records.
- 10.20. Owner is going to be certified by Certification bodies for ISO 9001, OHSAS 18001 and ISO 14001 standards, also it is planning to participate in various national or international standards for its HSE & Quality systems, hence as per demand from Owner management the consultant/Contractor or vendor or any other service provider must abide by the requirement for these standards stated by Owner from time to time.
- 10.21. A monthly HSE report for Owner works to be submitted to Owner Engineering In charge or HSE Dept as the case may be or demanded by.
- 10.22. Contractor/Consultant/Vendor or Service Provider needs to develop and submit Emergency Plans for all kind of emergencies on site, they should have tie-ups for medical treatment of injured or affected persons by site related injuries or diseases.
- 10.23. Contractors/Consultants/Vendors or any Service Providers must establish HSE Committees of their own or attend HSE Meetings as per Owner engineering In charge or HSE Dept as the case may be. The Minutes of Meeting (MOM) of the meeting to be submitted to Owner Engineering In charge or HSE Dept on monthly basis with HSE Performance report for the job.
- 10.24. Contractor/Consultant/Vendor or Any Service Provider must participate in Emergency Drills done by Owner on its pipelines or installations or work sites and they themselves must organize small drills by involving Owner for their work sites. A report of same to be included in HSE Performance Monthly report to Owner engineering- In- Charge or HSE Dept as the case may be.
- 10.25. The proprietors / Senior Managers of Contractors'/Consultants/vendors or Any Service Providers' must visit sites for HSE Aspects and act on HSE Matters to the expectations of Owner.
- 10.26. The Contractors/Consultants/Vendors or Any Other Service Provider must participate in full capacity for all HSE Promotion Activities on Owner sites e.g. National Safety Day Week celebrations, HSE Drives for customers of Owner , HSE Drives for Authorities or as per instructions by Authorities to Owner.
- 10.27. Contractors/Consultants/Vendors or Any Other Service Providers' must show commitment towards ZERO ACCIDENT Aim of Owner.
- 10.28. In addition to the PRS clause, penalties for violation of Mobilisations of resources such as Manpower, tools, tackles, equipments, machineries & HSE shall be imposed as per applicable clause of tender wherever.

11.0 POWER AND WATER CONNECTION

- 11.1. The Owner will not provide any power and water during construction period. Contractor shall apply and obtain necessary power and water connection from relevant authority and will pay its uses charges or arrange the same from the other sources.



12.0 CONSTRUCTION AIDS, EQUIPMENTS, NON SPARKING TOOLS & TACKLES

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

13.0 CONDITIONS FOR ISSUE OF MATERIALS

13.1. When material is provided to the Bidder on a free-issue basis, the Bidder undertakes to replace at its own expense any such material scrapped in excess of any scrap allowance given. All free-issue material shall remain the Owner's property and all work done thereon shall immediately vest in the Owner.

13.2. All such property shall be deemed to be in good condition when received by or on behalf of the Bidder unless it otherwise notifies the Owner within seven (7) days of receipt.

13.3. The Bidder is required to maintain separate records of receipts and disposals for audit purposes.

13.4. Whenever any material is issued by Owner, following conditions in addition to other conditions as specified in the contract shall be applicable.

13.5. Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-charge from time to time, when he requires the above material for incorporation in permanent works.

13.6. Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-charge and the same shall not be taken into account for the purpose of materials reconciliation which shall be recovered from the contractor bills as per contract terms and conditions.

13.7. The contractor shall bear all other cost including lifting, carting from issue points to work. Site/contractor's store, custody and handling etc. and return of surplus/ serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-charge etc. No separate payment for such expenditure will be made.

13.8. No material shall be allowed to be taken outside the store without a gate pass. Contractor to ensure that the correct description is given in the request for issuance of material.

13.9. The contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

13.10. All free issue materials shall be issued to contractor against submission of Contract PERFORMANCE bank GUARANTEE (as per Form attached in bid document) as referred in the bid document.



- 13.11. In case of any manufacturing defect found in free issue material, same shall be communicated to Engineer-In-Charge in writing within 02 (Two) days from the date of issue of such material and return the same at VGL store within 07 (Seven) days from the date of issuance.

14.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

- 14.1. Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work' Building or other construction work means the construction ,, repairs, maintenance or demolition of or in relation to building , streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc. It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable). Bidder's quoted price shall be inclusive of payment of labour cess on the contract value as per the provision of "The Building and Other Construction Workers' Welfare Cess Act, 1996 and The Building And Other Construction Workers' Welfare Cess Rules, 1998, as applicable from time to time".

15.0 NON COMPLIANCE RATIONALIZATION

In case of non availability of required material to be provided by the contractor and the material being available with VGL, it can be issued to the contractor on chargeable basis. The charges payable by the contractor shall be in advance and at the landed cost of VGL or last PO rate whichever is higher plus 25 (TwentyFive) % overhead charges.

16.0 CONTRACTOR'S RESPONSIBILITY

- 16.1. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-In-Charge. The Contractor shall provide all necessary materials, equipments, labour etc. for execution and maintenance of work at its own cost till completion unless otherwise mentioned in the Contract
- 16.2. The contractor shall depute his supervisor for supervision of the services, as per the scope of work mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 16.3. Accommodation / Transportation / Conveyance / Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required unless specifically agreed by Owner in writing and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.
- 16.4. Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.



16.5. Gate pass / Identity Card: The Contractor shall arrange for the gate pass & supply / renewal of identity cards to his workforce as per design to be approved by Owner at his own cost, if so required by Owner for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand. The Contractor shall issue from time to time a list of the Personnel with names, and their brief work profile.

17.0 DEPLOYMENT OF PERSONNEL:

17.1. The Contractor shall ensure that it shall deploy adequate number of qualified personnel having adequate knowledge, skill and experience for providing services as required by the Owner for timely performance of Services. The Contractor shall decide the mode and manner of work to be done by his workmen. An organization chart of the Contractor's key personnel shall be submitted.

17.2. No person deployed for Owner's work shall be replaced without written permission of Owner Engineer-In- Charge.

17.3. In case of proven incompetence or Gross Negligence, Owner shall require the replacement of the personnel deployed for Owner's assignment. These personnel shall be replaced with a competent person by the Contractor immediately after taking approval from Owner. Owner also has the right to ask for replacement of Contractor's personnel without assigning any reason.

18.0 CONTRACTOR'S REPRESENTATIVE:

18.1. Contractor shall nominate a qualified and experienced person as its Representative who shall be contact person between Owner and Contractor for the performance of the Contract. The nomination shall be done within 10 days from the award of work. The representative shall be entitled to act on behalf of Contractor with respect to any decisions to be made under the Contract.

18.2. All instructions, notices, decisions, approvals, orders, certificates, and all other communications under the Contract shall be given by the Representative of the Owner to the Representative of the Contractor and vice versa, except as herein otherwise provided or unless notified to the contrary by the Owner.

19.0 CONTRACTOR'S OBLIGATION AT SITE

19.1. The Contractor shall provide office for Owner/Owner's Representative at the Project Site a project office operational including computers, printer, telephone, storage for documents, fax and e-mail facilities and all necessary furniture and fixtures and other utilities (water, toilets) necessary for a fully functional project office as per the location of Contractor's project office for effective communication and documentation.

19.2. Contractor office should have sufficient seating space for people for day to day meeting and discussions with TPI's, Construction supervisor and Engineer In charge.

19.3. Contractor shall provide transport for their technical staff and operatives to move from site to site, and to move tools and equipment from site to site.

19.4. Contractors shall make appropriate arrangements to ensure that their supervisor(s) are adequately mobile and can attend sites or meetings with VGL, other authorities as required, without any undue delay.



- 19.5. Contractors shall provide cell phones to their supervisors for day-to-day communication with VGL and site representatives of VGL.
- 19.6. Contractor shall employ a Project Manager / Coordinator on company roll. The Project Manager / Coordinator must have qualification of Minimum Diploma engineer with min. 3 years of work experience in gas pipeline job. He shall be single point of contact for all the works and must represent company in the review meetings.
- 19.7. Any change in key persons working at site shall be informed to the Owner promptly.
- 19.8. Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.
- 19.9. Contractor shall deploy Equipments, Tools & tackles etc., at site as defined in tender documents.
- 19.10. Contractor shall complete all the above activities within 15 (Fifteen) days from the date of FOI/LOA .

20.0 RECONCILIATION OF OWNER SUPPLIED MATERIALS

- 20.1. The Contractor is responsible for completing the “Material Used statement” for job completed. This record will be used for the reconciliation of material at the end of the job / contract / as directed by Owner.
- 20.2. It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchased materials on monthly basis to Owner/ Owner’s representative as per the approved format of the owner along with RA bill. The inventory details shall be in correlation with the Daily progress and material reconciliation sheet.
- 20.3. After the final reconciliation is carried out as per time lines directed by Owner, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner’s designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 120 (One Hundred Twenty)% of landed cost and shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus / scrap materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of unused, serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

Sr. No Item Scrap Allowance
1 Equipments which unit of measurement is in number inclusive but not limited to PE Ball valves, Service regulator module, Gas meter, Regulator, Isolation & Appliance valves, Steel Reinforced Rubber Hose and



other materials including spares issued to the contractors excluding PE -100 Pipes
0%

20.4. Material consumption will be recorded on location basis. Material issued from the VGL stores shall be consumed, recorded and returned using the same VGL item code.

20.5. Any payments due to the Contractor may be withheld to cover these charges.

20.6. All materials, part lengths of pipe and other partly used items are the property of VGL and must be returned to the stores with the appropriate documentation so that they can be considered as part of the material reconciliation.

21.0 STATUTORY APPROVALS

21.1. Owner shall obtain permissions from statutory bodies for laying of pipelines. Statutory bodies in this case are CPWD, PWD, NHAI, Urban Development Authorities, Statutory Authorities, Indian Railways, Municipality, Nagarpallica, Panchayat office and any other Government Agencies who maintains the public lands and accord permissions for laying of the utilities.

21.2. Contractor shall ensure the site restoration to the minimum immediately on completion of work carried out and ensure that the backfilling, watering and compaction are carried out for temporary reinstatement of all premises of statutory authorities such as road, railway etc after completion of work.

21.3. VGL will pay the road restoration / Departmental charges / security deposit / Bank guarantees for getting the clearances to concern statutory bodies.

21.4. It is the contractor's responsibility to inform and co-ordinate with the concerned local authorities and also with other utility agencies before and after the commencement of work at site. To ensure smooth execution of the work on a day-do-day basis, the contractor has to liaison with respective authorities. No separate liaison charges are liable to VGL.

21.5. The contractor shall plan and ensure that work taken up under a single permission shall be completed within the stipulated time period and permission revalidation process is avoided.

21.6. It is the responsibility of the contractor to obtain "No Objection Certificate" (NOC) from land owing agencies/Statutory bodies after completion of the restoration to their satisfaction and Liasoning with them for getting released the security deposit / bank guarantees submitted by VGL for obtaining permissions on production of documentary evidence.

21.7. On behalf of the owner, contractor shall prepare in advance and submit the proposed route plan complete in all respect and well ahead of time to concerned authorities so that the actual construction work is not delayed because of approval/inspection / permission by concerned authorities. Further, the contractor shall also coordinate with the relevant authorities for necessary approvals of the proposed pipeline route drawings / certificates. The inspection of work by statutory authorities shall be the responsibility of the contractor without any extra cost to VGL.

21.8. In case contractor delays laying of pipeline work under a single permission, the work or part of work may be offloaded to some other contractor on his risk and cost.



21.9. Any change required to be made against the work executed to meet the requirements of the permission issued by statutory authorities shall be carried out by the contractor without any extra cost to VGL. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contract from any of his responsibilities under this contract.

22.0 SITE CLEANING

22.1. Contractor shall clean and keep clean (Housekeeping and cleanliness) work site always to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.

22.2. The Contractor shall dispose of the unserviceable materials, debris etc. to any area, as decided by the Engineer- In-Charge.

22.3. No extra payment shall be paid on this account.

23.0 WORKMANSHIP

23.1. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

23.2. The work executed and material supplied shall be to the satisfaction of Engineer-in-Charge and contract price shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.

23.3. The Engineer-in-Charge or his authorized representative shall approve the quality of all the materials used by contractor from time to time.

24.0 PENALTIES

24.1. The following critical parameter describes the system performance and service level expectations and requirements during the Implementation phase of contract. The service level includes target performance measures, unacceptable measures and the related penalties for not meeting required service levels.

COMPENSATION FOR NON-FULFILLMENT OF OBLIGATIONS UNDER HANDLING AND MAINTENANCE OF PNG O&M CONTRACT

Non availability of manpower in any shift/any workplace will not be tolerable. The contractor will be penalized for each such act as follows:

1) For non-availability of manpower i.e. Overall In-charge/ engineer/Technician/Data entry operator/Filler, contractor will be penalized @ two time's wages paid for the day of an employee X no. of non-available employees.

2) A] For every noncompliance of PPE's (Helmets, Safety Shoes, Hand gloves etc.) will be penalized @ Rs.1,000/- per person per shift.

B] For every noncompliance of uniform (T-Shirt/Shirt and Trouser) contractor will be penalized @ Rs.1,000/- per person per shift.



- 3) We at VGL will not tolerate any kind of Indiscipline act at the premises from the contractor employee's during the service time. If any such incident happens, the contractor will be penalized @ Rs.10,000/- per act and the Contractor shall terminate such employee from his / her service immediately and condition of non-availability of manpower will be applicable after 24 hours from the termination of service.
- 4) Non Compliance observation by VGL to perform any of the responsibilities mentioned in job responsibilities will attract penalty of @ Rs.1,000/- for each, and the equipment damage cost if occurred during the operations due to laxity of the man power should be borne by the contractor, the equipment cost will be given by the VGL.
- 5) If the contractor fails to provide PPE and Uniform to his manpower after stipulated time, VGL will provide the PPE and Uniform at his risk and cost considering original invoice value plus 15 % overhead charges will be recovered from Contractor.
- 6) Police verification of all manpower to done within 90 days after joining date of manpower & non-submission of Police verification ,manpower will attract penalty Rs.500/- per person per week.
- 7) A) For non-availability of centralized office and associated utilities as mentioned in Clause 3.1-a will attract penalty Rs.20,000/- per month.
- 7) B) For non-availability of office facility (Like Computer, Scanner, Telephone, Internet, and Printer etc.) will attract the penalty of Rs.3,000/- per Month.
- 8) For not doing patrolling activity in PMC area will attract penalty of Rs.1,000/- per day.
- 9) Non submission of monthly maintenance data, reports prepared, documentation etc. after rh of every will attract penalty Rs.500/- per day.
- 10) Non availability or not in operational of Cell phone, Landline, Net will attract penalty of Rs.500/- per set per day.
- 11) Non availability of Emergency Rescue Van (ERV) will attract a penalty Rs.2,000/- per day.
- 12) Not maintaining the log book Rs.500/- per day.
- 13) If any employee found under influence of alcohol will attract penalty of Rs.2,000/- per incident per manpower.
- 14) Non availability of safety equipment (like traffic cone, fire extinguisher, safety chain etc.) will attract penalty of Rs.500/- per day.
- 15) Doing the gas geyser installations without VGL's authorization will attract penalty of Rs.1,000/- per Incident
- 16) Maximum Limit of the Penalty is 50% of the total invoice value of that particular month.

*LTI (Loss time Injury)



- A disabling Occupational Injury which results from a work related activity or from a single instantaneous exposure in the work environment and that results in a person being unfit for work beyond the day of the incident. Where the injured party returns to work on the following day but subsequently has to take time off as a result of the injury this shall count as a Lost Time Injury.

25.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 25.1. At any time contractor should maintain at least Minimum of 80% inventory of each item against the list provided in this tender document.
- 25.2. Contractor will place timely orders on Owner's specified manufacturers/agencies so as to receive the material in accordance with the execution of project activities. The items and quantities shall be in accordance with the work to be executed and may be verified by Owner for its appropriations.
- 25.3. All material will be manufactured / supplied as per approved Quality Assurance Plan (QAP) issued by Owner from time to time. Material will be inspected by owner's appointed third party inspection agency (TPIA), at contractor store and the charges of which shall be in owner scope.
- 25.4. Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall required to appraise Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, maintaining all verified records on regular basis.
- 25.5. Contractor shall invariably submit copies of invoices, challans / packing lists, LR Copy, test certificate in line with QAP, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.
- 25.6. All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material and corrective action must be contractor's responsibility.
- 25.7. Before commencement of work, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools & tackles under his possession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.
- 25.8. The work includes Moiling or Horizontal Directional Drilling (HDD) at various locations by means of HDD machining of appropriate capacities. Contractor advised to apprise himself of all such requirements and confirm in writing to the owner of having HDD machines with him or having tie-up with some reputed contractor. Any delay during the executing due to non-availability of HDD machine shall not be accepted by Owner.
- 25.9. Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior written approval of the Engineer- Incharge and their necessary material accounting movement.



26.0 TIME LIMIT FOR CLAIMS

26.1. Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Owner on any account unless the contractor shall have submitted claim pertaining to the contract in writing to the Engineer-in-Charge within 30 (Thirty) days of cause of such a claim occurring. Contractor shall be deemed to have waived off his rights to claim the same, if the claim is not raised within this period. PE COATED CARBON STEEL PIPELINE



SECTION V FORMS AND FORMATS

FORM F-1 : BIDDER'S GENERAL INFORMATION

Bid Document No. :

Project :

To
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

1-1 Bidder Name : _____

1-2 Name of Owner/ MD of organization : _____

1-3 Number of Years in Operation : _____

1-4 Address of Registered Office : _____

City _____ District _____
State _____ PIN/ZIP _____

1-5 Operation Address
if different from above : _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number : _____
(Country Code) (Area Code) (Telephone Number)

1-7 Mobile Number, if any _____

1-8 E-mail address : _____

1-9 Website : _____

1-10 Fax Number : _____
(Country Code) (Area Code) (Telephone Number)

1-11 ISO Certification, if any (If yes, please furnish details)



1-12 Bid Currency _____

1-13 Banker's Name : _____

1-14 Branch : _____

1-15 Branch Code : _____

1-16 Bank account number : _____

1-17 ISFC Code : _____

ONLY FOR INDIAN BIDDERS

1-18 Excise Registration number : _____

1-19 Excise Range : _____

1-20 Excise Division : _____

1-21 Excise Collectorate : _____

1-22 Local ST No. : _____

1-23 CST No. : _____

1-24 PAN No. : _____

1-25 Service Tax Registration no. : _____

1-26 BOCW Registration no. : _____

1-27 TIN No. : _____

1-28 EPF Registration no. : _____

1-29 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)



FORM F-2 : BID FORM

Bid Document No. :

Project :

To
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Dear Sir,

After examining/reviewing the bid documents for _____, including Technical Specifications, Drawings, General Conditions of Contract and Special Conditions of Contract and Schedule of Rates etc. the receipt of which is hereby duly acknowledged. We, the undersigned, are pleased to offer to execute the whole work in conformity with, the said Bid Documents, including Addenda Nos._____.

We confirm that this bid is valid for a period of ____ (____) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to Rs. ____/- (Rupees _____only) for the due performance with in fifteen days of such award.

Until a final Agreement / Work Order is prepared and executed, the bid together with our written acceptance thereof in your notification of award shall constitute a binding agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement / Work Order and completeness of the work in all respects within the time frame and agreed price.It is hereby confirmed that I/ We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign the documents on all such documents which may be required in this connection.

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

SIGNATURE

SEAL AND

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME :

ADDRESS:



FORM F-3 : LIST OF ENCLOSURES

Bid Document No. :

Project :

To
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Dear Sir,

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

1. Notarized Power of Attorney of the signatory to the bid document.
2. QA / QC Manuals for site works / activities.
3. HSE Policy.
4. Proposed site Organogram.
5. Balance sheet for the last three financial years
6. Proof of existing PF No.
7. Copy of Labour License.
8. CST No. / GST No. / VAT No.
9. ECC No.
10. Service Tax applicability and rate if applicable
11. Copy of bid documents along with addendum/corrigendum no.....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 in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)



FORM F-4 : BID BOND PERFORMA / PERFORMA FOR EMD

Bid Document No. :
Project :

Bank Guarantee No.

Date:

VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Tender No. _____ for work contract of _____
Whereas _____ (Hereinafter called the Contractor" has submitted his
Bid dated _____ for Work contract of _____ (hereinafter called 'the Bid').

KNOW ALL MEN by these presents that We _____ (hereinafter called "the
Bank") are bound unto VGL Company Ltd, 301-304, 3rd Floor, IT Tower-I, Infocity, Gandhinagar - 382
009, Gujarat, India (hereinafter called 'VGL ') in the sum of _____ for which payment well
and truly to be made to VGL, the BANK binds itself its successor and assigns by these presents. Sealed
with the Common Seal of the said BANK this _____ day of _____ 2016.

The conditions of this obligation are:

1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form: or
2. If the Bidder, having been notified of the acceptance of his bid by VGL during the period of bid validity.
 - a. Fails or refuses to execute the Contract, if required; or
 - b. Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to Bidder.

We undertake to pay VGL up to the above amount upon receipt of its first written demand, without VGL having to substantiate its demand, provided that in its demand VGL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to _____ and including two months after the period of bid validity (four months from the bid due date) and any demand in respect thereof should reach the BANK not later than the above date.

Signature of the BANK
(Signature of the Witness)
Name & Address of Witness
Date:



FORM F-5 : STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT *

CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
(For supply of Goods/Works/Services)

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

B. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1: 2014-2015	
Year 2: 2013-2014	
Year 3: 2012-2013	

C. FINANCIAL DATA FOR LAST THREE AUDITED FINANCIAL YEAR:

Description Year	1 : 2014-2015 Year	2 : 2013-2014 Year	3 : 2012-2013
	Amount (Currency)	Amount (Currency)	Amount (Currency)
1. Currency Assets			
2. Current liabilities			
3. Working capital (Current assets-current liabilities)			
4. Net worth (Paid up share capital and free reserves & surplus)			

Name of Audit Firm:
Authorized signatory]
Chartered Accountant
Date:

[Signature of

Name:
Designation:
Seal:
Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender Document. Failure to do so would result in the personnel being considered as non-responsive.
3. For the purpose of this Tender document (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working capital shall be "Current Assets less Current Liabilities" and (iii) Net Worth shall be "Paid up share capital and Free reserves & Surplus"
4. * Bidders whose accounts are not audited by auditors as per Law/jurisdiction, certification from a Chartered Accountant to be submitted.
5. The information supplied should be the Annual Turnover of the bidder
6. A brief note should be appended describing thereby details of turnover as per audited results.



7. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions;
- A. All such documents reflect the financial situation of the bidder
 - B. Historic financial statements must be audited by a certified accountant.
 - C. Historic financial statements must be complete, including all notes to the financial statements.
 - D. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)



FORM F-6 : AGREED TERMS & CONDITIONS

Bid Document No. :

Project :

VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Sr. No.	Description	Bidders Confirmation
1.	Price Basis as defined in the tender document Firm & Fixed	All inclusive.
2.	Offer as per scope defined in tender documents	Accepted
3.	Prices include all Taxes, duties, levies, fees, insurance, etc.	Included
4.	Contract Period/ Validity as defined in the tender document	Accepted
5.	Completion Period as per Bid Document	Accepted
6.	Liquidated damages / Price Reduction Schedule (PRS) /Penalty as per Tender Documents	Accepted Accepted
7.	Terms of Payments as per Bid document	Accepted
8.	Performance Bank Guarantee as per bid	Accepted
9.	Confirmation of acceptance of bid document in Toto such as General/Special/Technical terms & Conditions of the tender document	Accepted
10.	Validity of bid	Accepted
11.	Bid Document fee (If not submitted earlier) DD No. & date: _____ Bank Name : _____ Amount Rs. _____	Submitted
12.	Bid Security (EMD) Details of EMD: DD/ BG No. _____ Dated _____ For Rs. _____ Bank Name:	Submitted
13.	Quoted Prices for complete Scope of Work as per Tender Documents	Accepted
14.	All the deviations sought from tender terms & conditions (if any) considered as withdrawn without any technical and commercial implication	Accepted

Name of the Bidder : M/s.

Signature

Name

Designation

Date

Seal



**FORM F-7 : NO DEVIATION CONFIRMATION
(ON BIDDER'S LETTER HEAD)**

Bid Document No. :

Project :

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid including Pre Bid Clarifications/Addendum/corrigendum issued till due date of tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)



**FORM F-8: DECLARATION FOR NON BLACKLISTED /PUT ON HOLIDAY
(ON BIDDER'S LETTER HEAD)**

Bid Document No. :

Project :

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

We confirm that we are not under any liquidation, court receivership or similar proceedings.
We also confirm that we have not been banned or delisted by any Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER



**FORM F-9: DECLARATION FOR NO ALTERNATIVE BID
(ON BIDDER'S LETTER HEAD)**

Bid Document No. :
Project :

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

We confirm that we have not been submitted any alternative bid.

SEAL AND SIGNATURE OF BIDDER



**FORM F-10 : DECLARATION ON NON LITIGATION
(ON BIDDER'S LETTER HEAD)**

Bid Document No. :

Project :

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

We confirm that we are not under any litigation by any of Indian Government organisation or its undertaking from quoting.

SEAL AND SIGNATURE OF BIDDER



**FORM F-11 : POWER OF ATTORNEY
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Bid Document No. :
Project :

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

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

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

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

For

.....

(Signature, name designation and address)

Witness:-

1.

(Notarized)



2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:-

- i. The mode of execution of the power of Attorney should be in accordance with the procedure , if any, laid down by the applicable law and the charter documents of the executants) (s) and when it is so required , the same should be under common self affixed in accordance with the required procedure.
- ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board of shareholder's resolution /power of attorney in favor of the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.



**FORM F-12 : PERFORMA FOR LETTER OF AUTHORITY
NOT APPLICABLE**

FORM F-13 : DETAILS OF SIMILAR WORK/ SERVICES DONE DURING PAST YEARS
(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)

1. Description of the goods/works/services
2. LOA/PO/WO no. & date Full proposal, address & phone nos. of client Name, designation & address of engineer/officer-incharge (for cases Other than purchase)
3. Value of Contract/Order (Specify Currency amount)
4. Date of Commencement of work/services or supply of goods
5. Scheduled completion time (months) delivery schedule
6. Date of actual completion/supply
7. Reasons for delay in execution, if any
8. Project cost

Place:
signatory of bidder]

[Sign. Of authorized

Date:

Name:

Designation:



Instructions:

1. Copies of letter of awards/order/work orders and completion certificate(in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The supply/work/services completed earlier than 10(Ten) years need not be indicated here.
3. The list of supply/ work/ services not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each order in this Annex. The orders cited must comply with the bid evaluation criteria specified in Tender Document Details provided in this section is intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the instructions below.
5. A separate sheet should be filled for each LOA/work order/ purchase order.
6. Certificate from the bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each orders)
7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.



**FORM F-14 : DECLARATION ON TENDER DOCUMENT DOWNLOADED
(ON BIDDER'S LETTER HEAD)**

No.

Date:

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Sub:- Bid Document no. _____ for tender of PNGO & M for VGL locations across
Vadodara (Volume I of II & II of II)

Sir,

We hereby confirm that we have read the subject tender document thoroughly and understood the complete Scope of work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation form is not to be taken into account.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

SEAL & SIGNATURE OF BIDDER



**FORM F-15 : PERFORMANCE FOR CONTRACT PERFORMANCE BANK GUARANTEE
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Ref:
No.....

Bank Guarantee

Date.....

To,
VADODARA GAS LIMITED,
3rd Floor, GAIL building,
Nr. Manisha Circle,
Old padre Road,
Vadodara,
Gujarat, INDIA

Atten :

Dear Sir,

In consideration of the Vadodara Gas LIMITED, Vadodara (INDIA) (hereinafter referred to as the VGL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, subsidiary and assigns) having awarded to M/s _____having Principal office at _____(hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the CONTRACT by issue of OWNER'S Work Order No_____dated_____and the same having been accepted by the CONTRACTOR resulting into CONTRACT for CONTRACTOR services as per above work order and the CONTRACTOR having agreed to provide a Contract Performance and Warranty/ Guarantee for the faithful performance of the aforesaid contract and warranty to quality of the services executed / performed to OWNER.

We (Bank) _____ having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the OWNER, on demand any and all moneys payable by the CONTRACTOR to the extent of Rupees xx as aforesaid at any time up to Rs. xx only without reference to the CONTRACTOR. Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and CONTRACTOR or any dispute pending before ay Court, Tribunals, Arbitrator or any other Authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONTRACTOR of the aforementioned contract. OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against CONTRACTOR and to exercise the same at any time in any manner, and either to enforce, to forebear to enforce any covenant contained or implied, in the aforementioned Contracts between VGL and CONTRACTOR or any other course of released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other



indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the Bank.

The Bank also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall remain

force up to _____ and including _____ and shall be extended from time to time for such period as may be desired by the CONTRACTOR on whose behalf this Guarantee has been given.

Dated this the day of _____ 2016 at

WITNESS

(Signature)

(Signature)

(Name)

Bank Rubber Stamp
(Name)

(Official Address)
Plus Attorney as

Designation with Bank stamp
per power of Attorney No.

Dated:



FORM F-16 : PERFORMA OF INDEMNITY FOR SUPPLY OF MATERIALS BY OWNER IN FORM OF BANK GUARANTEE

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS VADODARA GAS LIMITED, Vadodara (INDIA) (hereinafter referred to as “VGL”) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at VADODARA GAS LIMITED, 3rd Floor, GAIL building, Nr. Manisha Circle, Old padre Road, Vadodara, Gujarat, INDIA has entered into an Contract with (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto. AND WHEREAS

- i) VGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semifinished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by VGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the “said materials”) and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by VGL to the CONTRACTOR, VGL has required the CONTRACTOR to furnish to VGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified VGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to VGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to VGL forthwith on demand in writing without protest or demur the value as specified by VGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with VGL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of _____ (In _____ words _____ Only).

AND THE CONTRACTOR hereby agrees with VGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of VGL arising hereunder up to and until the midnight of . However, if the



CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to VGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of VGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of VGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by VGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by VGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to VGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated _____.

Place:

AUTHORITY)

(SIGNED BY COMPETENT

Dated:

CONTRACTOR

Official seal of the



FORM F-17 : FORMAT FOR BIDDERS QUERIES & IT'S REPLY

QUERIES RAISED DURING PRE-BID MEETING BY BIDDER AND REPLY / CLARIFICATION TO BIDDERS BY OWNER FOR TENDER ENQUIRY FOR PNGO & M FOR VGL LOCATIONS ACROSS VADODARA

Tender No.:

Tender Type-

Date / Time of Pre- Bid :

Date of Pre-bid Clarifications-

Venue:

Bidder Name :

Sr.	Tender Clause No. / Annexure	Page No.	Clause description	Bidders Comments / Queries	VGL Reply / Clarifications to Bidders
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Prepared By

Reviewed by

Approved By



COMMERCIAL VOLUME VAODARA GAS Ltd./ O & M

VADODARA GAS LIMITED (VGL)

PNGO&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

COMMERCIAL TENDER

Bid Document No.: VGL/ Tender/2016-17/PNGO&M

(VOLUME I B)
SOR



PNG O&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA
Bid Document No.: VGL/ Tender/2016-17/PNG O&M
SCOPE OF WORK

Broadly the contractor scope of work includes but not limited to.

1. O & M of PNG distribution mentored CGD system from downstream of city gas distribution station Nandavan, Alkapuri to the consumer (domestic, industrial, and commercial) in the healthy condition and operation on basis.
 2. Contractor's scope shall be limited up to gas tap in customer's kitchen.
 3. Man power supply.
- A.** Fire & Emergency service (prevent / attend) likes smelling of Gas, Leak attending, Leakages due to damage of underground line, Replacement of above ground line, Meter fitting, valves, gas tap, Regulator and Monitoring of Leakages.

24 X 7 O & M of work covers followings;

Sr. No.	Activity	Scope of Contractor
1	Complain receiving, recording & allotment	Covered
2	Attending of complain fire and emergency, leakage smelling and L/P etc.	Covered
3	GI repair A/G leak, smell, replacement	Covered
4	GI detection U/G	Covered
5	Removal of saddle "Teel" leak clamp and drilling	Covered
6	GI repair U/G & replace	Covered
7	HDPE / MDPE damage & repair	Covered
8	HDPE / MDPE detection & repair	Covered
9	Audco valve repair and service A/G & U/G / Replacement	Covered
10	U/G valve 2,4,6,8 inches service & maintenance	Covered
11	Gas tap / Ball Valve replaces	Covered
12	Vent pipe repairs (DRS/ MRS)	Covered
13	Patrolling of all PE & STILL network	Covered
14	DRS – Daily reading, Housekeeping	Covered
15	Replacement of all underground Pipelines up to 100 mtrs.	Covered

4. Compliance of statutory & safety requirements.
5. Reporting management information system and communication system / training operation and maintenance team.
6. Emergency and security management.
7. Operation management.
8. Modification / shifting / dismantling / alteration of existing PNG service connection.



PNG O&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

Bid Document No.: VGL/ Tender/2016-17/PNGO&M

1.0 Preamble To Schedule of Rates

1.1 The schedule of rate shall be read with all other sections with this bidding document.

1.2 The contractor is deemed to have studied in drawings / specifications and details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.

1.3 The quantities given in the Schedule of Rates are indicative, tentative and approximate. Actual quantities may vary during execution of works against various items, as per final approval of the Engineer in-charge.

1.4 All costs and expenses for mobilization, equipment, transport and personnel to start the work within the stipulated time schedule shall be included in the item rate.

Tenderer's rate for any item in SOR, shall unless otherwise noted, shall include the cost of labour unskilled, semi-skilled and skilled, Insurance coverage for the same during work at various sites, royalties, other revenue expenses, travelling, lodging Boarding expenses, communication expenses, temporary facilities, rework when advised by VGL, continuation of work beyond working hours, in the night and on holidays if situation warrants, additional checks as per specification or as advised by the Engineer-in-Charge.

1.5 The quoted price to include all taxes excluding service tax.

1.6 No claims whatsoever except other than quantities actually executed shall be admissible due to any changes in the extent/ Scope of work.

1.7 The payments of works shall be made against quantities actually executed. Contractor shall get all quantities executed duly certified by the Engineer-in-charge during the course of execution of works. Certified copies of measurements shall form the part of the invoice.

1.8 Bidders are required to quote for all items of Schedule of Rates otherwise bid shall be rejected.



SCHEDULE OF RATES (SOR)

PNG O&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

Bid Document No.: VGL/ Tender/2016-17/PNG O&M

Sr. No.	Description of Item	Qty.	Unit	Unit rate inclusive of all taxes & duties except Service Tax (in Rs.)	Total amount inclusive of all taxes & duties excluding Service Tax (in Rs.)
<u>01</u>	MAN POWER(*)				
1.1	IN CHARGE	01	Man Months		
1.2	Shift In-charge (Category — Skilled)	08	Man Months		
1.3	Technician / Mechanic	10	Man Months		
1.4	Welder	03	Man Months		
1.5	Patrol man (Category — Semi-skilled)	02	Man Months		
1.6	Driver	10	Man Months		
1.7	Helper (Category — Semi-skilled)	20	Man Months		
<u>02</u>	<u>Consumables</u>		Months		
03	Transportation-BOLERO (O&M)	04	Months		
04	Total amount inclusive of all taxes & duties excluding Service Tax (in Rs.)				
05	Service tax @ _____%				
06	Total amount inclusive of all taxes including service tax (in Rs.)				



SCHEDULE OF RATES (SOR)

PNGO&M FOR VADODARA GAS Ltd. LOCATIONS ACROSS VADODARA

Bid Document No.: VGL/ Tender/2016-17/PNGO&M

(*)Bidder shall provide breakup of Unit Rate per Man Month inclusive of all taxes & duties except Service Tax for each of the manpower positions above in the following format:

Sr. No.	Description	In Charge	Shift In Charge	Technician / Mechanic	Welder	Patrolman	Driver	Helper
1	BASIC							
2	DA							
3	Sub- total (A = 1+2)							
4	HRA							
5	Sub-total (B = 3+4)							
6	PF @ 13.36%							
7	ESI @ 4.75%							
8	Leave Encashment							
9	Bonus @ 8.33%							
10	Labour welfare fund							
11	Total(C= 6+7+8+9+10)							
12	Grand Total (D = B+C)							
13	Service Charge inclusive of all taxes & duties expect Service							



Tax (in Rs.) - E

**14 Unit Rate per
Man Month
inclusive of all
taxes & duties
expect Service
Tax (D + E)**

Note:

- 1) Evaluation and comparison shall be done on overall basis (least cost to the VGL).
- 2) Contractor to quote for all items of the SOR otherwise bid shall be rejected.
- 3) The rate should be ALL INCLUSIVE, including all expenses, like wages, EPF, ESIC workers, other costs & charges etc.
- 4) The Manpower required indicated above is only indicative. Deployment of manpower shall be as per instructions of EIC, VGL.
- 5) Rates quoted should be firm throughout the contract period except for statutory variation as per Minimum Wages Act, 1948 & statutory variation in Service Tax during the Contract Period. Statutory variation shall be paid extra as and when revised as mentioned in Scope of Work.

Seal & Signature of the bidder