



A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd. and
Hindustan Petroleum Corporation Ltd

LIMITED DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT

FOR

**PROJECT MANAGEMENT CONSULTANT SERVICES FOR CITY GAS
DISTRIBUTION PROJECT OF GGPL IN EAST & WEST GODAVARI
DISTRICTS OF AP.**

(TENDER NO: GGPL/C&P/SR 5000015/2020-21/02 dt. 11.12.2020)

DATE & TIME FOR PRE-BID MEETING: 18.12.2020 at 1500 Hrs. (IST)

**DUE DATE & TIME FOR
BID SUBMISSION : 02.01.2021 at 1400 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING: 02.01.2021 at 1500 Hrs. (IST)

E-mail- rameshna@gail.co.in/ jayasree.d@apgdc.com Website:
www.godavarigas.in

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SECTION-I
INVITATION FOR BID (IFB)

"INVITATION FOR BID (IFB)"**SECTION-I****Ref No: TENDER NO: GGPL/C&P/SR 5000015/2020-21/02****Date: 11.12.2020****To,*****PROSPECTIVE BIDDERS***

SUB: PROJECT MANAGEMENT CONSULTANT SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GGPL IN EAST & WEST GODAVARI DISTRICTS OF AP.

Dear Sir/Madam,

1.0 Godavari Gas Private Limited herein after called GGPL invites bids from eligible bidders for the subject job/works, in complete accordance with the following details and enclosed tender documents.

2.0 The brief details of the tender are asunder:

	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	PROJECT MANAGEMENT CONSULTANT SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GGPL IN EAST & WEST GODAVARI DISTRICTS OF AP.
A	TENDER NO. & DATE	TENDER NO: GGPL/C&P /SR 5000015/2020-21/02 Date: 11.12.2020.
B	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C	TYPE OF TENDER	LIMITED DOMESTIC TENDER
D	CONTRACT PERIOD	20 Months (As Per Clause 7.0 of SCC)
E	TENDER FEE with 18% GST (Refer clause no.5.2 of ITB)	Not Applicable
F	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB)	NOT APPLICABLE (Declaration has to be submitted as per F-4
G	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 11.12.2020 (10.00 Hrs, IST) to 02.01.2021 (14.00Hrs, IST) on following websites: (i) GGPLs Tender Website_ http://www.godavarigas.in

H	PRE-BID MEETING	18.12.2020 (15.00 Hrs, IST) Venue: Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park Building, Beach Road, Maharani-peta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India
I	UN-PRICED BID OPENING	Date & time: 02.01.2021/15:00 Hrs
J	CONTACT DETAILS	Name : A.Ramesh Naik, Designation: Chief Manager (C&P) Phone No. & Extn : 7661029777 e-mail : rameshna@gail.co.in

In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (c) of IFB. The IFB is an integral and inseparable part of the bidding document.

~~4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GGPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-~~

- ~~i) Demand Draft towards Tender fee (if applicable)~~
- ~~ii) EMD/Bid Security (if applicable)~~
- ~~iii) Power of Attorney~~
- ~~iv) Integrity Pact (if applicable)~~

5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~

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

This is not an Order.

For & on behalf of
Godavari Gas Private Limited



(Authorized Signatory)
Name: A RAMESH NAIK
Designation : Chief Manager (C&P).
E-mail ID: rameshna@gail.co.in
Contact No. : 7661029777

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date& Time :

From: ***To:***

.....
.....

***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 TECHNICAL CRITERIA:

1. Bidder should be a Public Sector Enterprise (PSU)
2. Bidder should have experience in providing Engineering and Project Management and Consultancy (EPMC) Services, and should have successfully executed and completed at least one EPMC service contract of minimum value of Rs. 0.83 Crores in single contract in preceding 7 years from final bid due date including but not limited to:

(A) Development of City Gas Distribution Project consisting of CNG stations (min. 2 Nos.), PNG connections (min. 8000 Nos.), Steel pipeline and MDPE network.

(OR)

(B) Laying of Hydrocarbon Steel Pipeline (s) Cross Country / City Gas Distribution of size (s) 4" dia. or above and length 10 kms or above, including terminals & stations.

Note:

- i) In case of a contract which is still running and the executed value of the contract till one day prior to the final due date of submission is equal to or more than the minimum requirement value as mentioned above at clause no. 2, such experience will also be taken into consideration
- ii) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary /Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

Documents to be submitted:

- i. In support of 1.0 (1):

Bidder must submit valid PSU Registration certificate.

- ii. In support of 1.0 (2):

The bidder shall furnish documentary evidence by way of copies of work order with brief scope of work / contract / agreement, completion certificate / execution / Experience Certificate from client to establish technical criteria of BEC. The completion certificate must contain the reference of work order no., completed/executed value and actual date of completion of work (if order is completed).

Note:

1. In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the final due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, bidder must submit satisfactory execution certificate to this effect issued by the end user/owner/ Authorized consultant.
2. All documents in support of Technical criteria of Bid Evaluation Criteria (BEC) to be furnished by

the bidders shall be duly certified / attested by Chartered Engineer and notary public with legible stamp.

In absence of requisite documents, GGPL reserves the right to reject the bid without making any reference to the bidder.

2.0 FINANCIAL CRITERIA:

- i. The minimum Annual Turnover of the Bidder as per their audited financial statements in any one of the three preceding financial years shall be INR 2.27 Crore.

Documents to be submitted:

Audited Annual Financial Statements [Balance Sheet and Profit & Loss Account Statement] of three (3) preceding Financial Year(s).

Note:

In support of Financial criteria of Bid Evaluation criteria (BEC), bidder is required to submit "Details of Financial capability of bidder" in prescribed format [F-16] duly signed & stamped by a chartered accountant. Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by notary public with legible stamp.

3.0 EVALUATION AND COMPARISON OF BIDS:

- a. The Contract will be awarded on overall L1 basis among Techno-commercially qualified Bidders. The bidder must quote for complete SOR.
- b. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.

SECTION-III

INSTRUCTION TO BIDDERS

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

SECTION-III**INSTRUCTION TO BIDDERS****INDEX****[A] GENERAL:**

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INSTRUCTIONS TO BIDDERS [ITB]**(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))****[A] – GENERAL****1. SCOPE OF BID**

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Tender Document/Tender document issued by Employer. Employer/ Owner/ Client occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference shall be as defined in the Tender Documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 35" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas.

If the Tender Documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award.

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

In case of change in status of above declaration prior to award of contract and during execution, it shall be bidder's sole responsibility to inform the same to GGPL on immediate basis. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 35 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.35 of ITB.

- 2.4 It is Bidder's responsibility to meet the Bid Evaluation Criteria (BEC) and to secure minimum qualifying technical score in Quality & Cost Based Selection (if applicable), and also to furnish all necessary supporting documentary evidence in support of the tender requirement.
- 2.5 Power of Attorney:

A Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/ any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised person(s) of the Bidder, in

respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized person(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3. ONE BID PER BIDDER

- 3.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 3.3 Alternative Bids shall not be considered.
- 3.4 The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

4. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid. GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5. SITE VISIT

- 5.1 The Bidder is advised to visit and examine the site of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.
- 5.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 5.3 The Bidder shall not be entitled to hold any claim against GGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – TENDER DOCUMENTS**6. CONTENTS OF TENDER DOCUMENTS**

6.1 The contents of Bidding Documents / Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria[BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Forms & Format
- Section-V : General Conditions of Contract [GCC]
- Section-VI : Scope of Consultancy services
- Section-VII : Payment terms & Special Conditions of Contract [SCC]
- Section-VIII : Schedule of Rates

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

6.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

7. CLARIFICATION OF TENDER DOCUMENTS

7.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL 's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL's may respond in writing to the request for clarification. GGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GGPL's website.

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

8. AMENDMENT OF TENDER DOCUMENTS

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

8.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites where Tender Document was uploaded. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

8.3 If consider necessary, GGPL may extend the date of submissions of Bid in case any amendment is issued.

[C] – PREPARATION OF BIDS

9. LANGUAGE OF BID:

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation as per instructions mentioned in Section-II. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (e) Relevant 'Agreed Terms and Conditions', as per 'Form F-10'
- (f) 'Acknowledgement cum Consent Letter', as per 'Form F-11'
- (g) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (h) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.5 of ITB
- (i) All forms and Formats including Annexures
- (j) 'Integrity Pact' as per 'Form F-20'
- (k) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (l) Additional document specified in Bidding Data Sheet (BDS).
- (m) Any other information/details required as per Tender Document

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

10.1.2 **ENVELOPE-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the highest

total score bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

~~10.2 In case the bids are invited under e tendering system, bidders are requested to refer instructions for participating in E Tendering enclosed herewith as Annexure III and the ready reckoner for bidders available in. Bids submitted manually shall be rejected, the bids must be submitted on GGPL's E-tendering website as follows :-~~

~~10.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 10.1.1 along with copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GGPL's e-tendering portal.~~

~~Further, Bidders must submit the original " Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document (as per clause no.4.0 of IFB, Section I) to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.~~

~~10.2.2 **PART-II: PRICE BID**~~

~~The Prices are to be filled strictly in the Schedule of Rate of the Tender Documents and provision mentioned at para 10.1.2 hereinabove and to uploaded in SOR attachment/ Conditions of E-tendering portal.~~

11. SCHEDULE OF RATES / BID PRICES

- 11.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Work as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 11.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.4 All duties, taxes and other levies [if any] payable by the Consultant under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F8) and SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

- 11.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 28 of ITB.
- 11.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

12. **GST (CGST & SGST/ UTGST or IGST)**

12.1 **GST IN CASE OF INDIAN BIDDER**

- 12.1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 12.1.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Consultant providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Consultant with requisite details.
- Payments to Consultant for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 12.1.3 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case GGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery/completion period shall be to Consultant's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.
- Beyond the contract period, in case GGPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GGPL's account. Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Consultant on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

- 12.1.4 Where the GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 12.1.4.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST**

& SGST/UTGST or IGST) is applicable shall be

modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

12.1.6 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GGPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

12.1.8 Regarding Reconciliation between GSTR 2A and Input Tax Credit

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

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

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

period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GGPL.

12.1.9 Anti-profiteering clause

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

12.1.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GGPL. Further, in case rating of bidder is negative / black listed after award of job, then GGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GGPL.

12.1.11 The Contractor shall mention the particulars of GGPL, (place specified in BDS) on the Invoice. Besides, if any other particulars of GGPL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

12.1.12 The rate of GST as quoted in Price Schedule/SOR shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Price Schedule/SOR shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder. However in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to GGPL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.

12.1.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

12.2 GST IN CASE OF FOREIGN BIDDER:

A foreign Consultant shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

For Foreign bidders who is not having the Permanent Establishment/ tax residency (refer clause no.39 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services shall be payable by GGPL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and GGPL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as service provider, then GGPL will not reimburse tax, interest and penalty amount to such foreign vendor on this account.

In case Foreign bidders who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) in respect of Services shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of Services shall be as per provision applicable to Indian bidder mentioned herein above.

12.3 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 11 and 12 of ITB.

13. BID CURRENCIES:

13.1 In case of International Competitive Bidding following shall apply:

13.2.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

13.2.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/GBP/EURO/ INR.

13.2.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 13.2.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

13.2.4 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.

14. BID VALIDITY

14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

15. PRE-BID MEETING (IF APPLICABLE)

15.1 The Bidder(s) or his designated representative is invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-6.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8", and not through the minutes of the Pre-Bid Meeting.

15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16. FORMAT AND SIGNING OF BID

16.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly

authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

- 16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 16.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

17. ZERO DEVIATION AND REJECTION CRITERIA

- 17.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Tender Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Tender Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 27 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 17.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
 - (a) Bidder not meeting Bid Evaluation Criteria and/or minimum technical score as per BQAS attached in Tender Document.
 - (b) Firm Price
 - (c) Scope of Work / Terms of Reference
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Completion schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule for delay in completion (if applicable)
 - (h) Guarantee / Defect Liability Period (if applicable)
 - (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (j) Force Majeure & Applicable Laws
 - (k) Integrity Pact, if Applicable
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

18. E-PAYMENT

GGPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS**19. SUBMISSION, SEALING AND MARKING OF BIDS**

- ~~19.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.~~
- 19.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 10 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 19.3 All the bids shall be addressed to the owner at address specified in IFB.
- 19.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

20. DEADLINE FOR SUBMISSION OF BIDS

- 20.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 20.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 20.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

21. LATE BIDS

- 21.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 21.2 In case of e-tendering, e-tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Fax/E-mail offers or offers submitted in physical/hard copy whether sent directly or submitted by local agent in India will not be considered and shall be rejected.
In case of manual tendering, bids received by GGPL after the due date & time for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. Further, Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.
- 21.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

22. MODIFICATION AND WITHDRAWAL OF BIDS

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

22.1.1 IN CASE OF E- TENDERING

~~The bidder may withdraw or modify its bid after bid submission but before the due date and~~

~~time for submission as per tender document.~~

22.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GGPL prior to the deadline for submission of bid.

- 22.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 10 & 20 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number:...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 22.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in rejection of Bid.
- 22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 22.5 In case after price bid opening the highest total score bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

GGPL 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 of the ground for GGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

24. BID OPENING

24.1 Unpriced Bid (Technical Proposal) Opening:

Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

The Financial Proposals shall be opened publicly in the presence of representatives of the Bidders who choose to attend. The name of the Bidders, their scores and the prices quoted shall be read out by the GGPL.

The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the

envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

24.2 Negotiations & Availability of Professional staff/experts

The successful bidder shall be invited for negotiations if considered necessary by GGPL. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. GGPL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, GGPL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, GGPL will require assurances that the Professional staff will be actually available. GGPL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by GGPL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

24.3 Conclusion of the negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations GGPL and the Consultant will initial the agreed Contract.

After completing negotiations, GGPL shall award the Contract to the selected Consultant.

If the negotiations with the selected successful bidder fail, the employer/owner/GGPL shall cancel the bidding process and re-invite the bids.

25. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

26. CONTACTING THE EMPLOYER

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

26.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid

Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 27.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Tender Documents (if applicable);
 - (b) Has been properly signed;
 - (c) Is substantially responsive to the requirements of the Tender Documents; and
 - (d) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-27.2"
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 27.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 27.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 27.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

28. CORRECTION OF ERRORS

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 28.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

29. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Employer will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only, as per following methodology.

The applicable closing forward rates of M/s Bloomberg (or other software as decided by company from time to time) for different currencies for the reference date obtained one day prior to price bid opening shall be considered for evaluation of bids.

The reference date shall be the date of price bid opening plus 21 months.

30. EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of Tender Documents.

31. PURCHASE PREFERENCE :NOT APPLICABLE

[F] - AWARD OF CONTRACT

32. AWARD

Subject to "ITB: Clause-27", GGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the **highest total score** provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

"GGPL intent to place the order/contract directly on the address from where Services are rendered. In case, bidder wants order/ contract at some other address or Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

33. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 33.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GGPL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GGPL and successful Bidder (i.e. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GGPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 33.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".
- 33.3 Order value is subject to Price Reduction Schedule, if any, as per GCC.
- 33.4 GGPL may issue digitally signed Contract (s) / Letter of Acceptance (s) to successful bidders through online system. In that case, as a token of acceptance of the same, successful bidder (s) shall be required to submit digitally signed contract (s) / Letter of Acceptance (s), through

online system only. In such scenario, Contract(s) / Letter of Acceptance (s) shall not be issued in physical form.

34. SIGNING OF AGREEMENT

- 34.1 GGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GGPL.
- 34.2 The successful Bidder/ shall be required to execute an 'Agreement' in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]".
- 34.3 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached in this Tender Document.

35. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 35.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 35.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner. Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.
- 35.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 35.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.
- 35.5 Further, the bidder can submit CPBG on line through issuing bank to GGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by GGPL.
- 35.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank

Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GGPL's Bank Account is mentioned in BDS.

While remitting, the bidder must indicate “**Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)**” under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.”

- 35.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order/ contract.
- 35.8 CPBG/Security Deposit will not be accepted in case the same has reference of ‘remitter’/‘financer’ other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Supplier/ Contractor/Service Provider.
- 35.9 The supplier/vendor/ contractor/ service provider will submit covering letter along with CPBG including the matter mentioned at enclosed Annexure.VIII.

36. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

- 36.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

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

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

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL (India) Limited, such decision of GGPL shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

37. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) : NOT APPLICABLE

38. VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

39. INCOME TAX & CORPORATE TAX

39.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

39.2 Corporate Tax liability, if any, shall be to the contractor's account.

39.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

39.4 Withholding Tax (WHT) for foreign bidders shall be as per clause no.39 of ITB

39.5 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

40. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

"Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by GGPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

(i) In case of procurement of goods / spares / services/works (other than technical services and Royalty) etc.

- A certificate of having no business connection in India as given in Annexure-1, or
- In case the non-resident bidder has a business connection in India, but the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non- resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Annexure-2) along with (ii) declaration in form 10-F (as given in Annexure-3) and (iii) tax residency certificate.

(ii) In case of services in nature of Fees for Technical Services & Royalty for use of equipment or instrument etc.

If the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is

required to furnish (i) a certificate of no permanent establishment (as given in Annexure-2) along with (ii) declaration in form 10-F (as given in Annexure-3) and (iii) tax residency certificate.

(iii) The foreign bidder is required to additionally comply with the following conditions:-

- a) If the non-resident is unable to obtain & submit tax residency certificate to GGPL within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to GGPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.
- b) Where a non-resident has a PE in India then tax will be deducted at applicable rates and no cognizance will be given to the statement/declaration of bidder that no income derived from transaction is attributable to PE in India.

Note 1:- The word permanent establishment shall include a fixed place PE or service PE or installation PE or dependent agent PE or any other PE by whatever name called.

Note 2:- In absence of above mentioned documents for respective category, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 and the benefit of reduced rate will not be given.

Note 3:- In cases where the foreign bidder is not availing the benefits of DTAA and does not furnish the PAN No., TDS will be deducted at applicable rate or @ 20% (in accordance with section 206AA) whichever is higher under Income Tax Act, 1961.

Note 4:- In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and GGPL will not bear additional tax liability (if any) arising from non-submission of documents.

Note 5- The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Note 6:- Additionally, the foreign bidder shall be required to furnish following documents -

- *In case the non-resident has a Permanent Establishment in India, in terms of DTAA between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by GGPL, the address of Permanent Establishment or Dependent Agent is to be provided.*
- *In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non- residents.*

(iv) Tax Incidence

- *If bidder insists at the time of bidding that withholding tax/TDS liability is to be borne by GGPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and Withholding Tax/TDS certificate will be issued.*

Provided that in case, any additional tax liability arises on GGPL due to any action of bidders like delay in submission / non- submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from supplier / contractor / consultant.

Provided further where any supplier / contractor / consultant avails tax credit on the basis of WHT certificate issued by GGPL then he shall be obligated to refund the amount of which credit has been availed by the supplier.

- *In case bidder agrees to bear the WHT as per provisions of Income Tax Act, 1961 no loading on quoted prices towards WHT will be done. The Withholding tax (WHT)/TDS will be deducted from their payments due to them and WHT/TDS certificate will be issued as per Income Tax Act 1961.”*

41. DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

GGPL has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with GGPL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on GGPL’s web site.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and

Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1** On invocation of the Arbitration clause by either party, GGPL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC)’ to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GGPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GGPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GGPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR

- 2.2** If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3** The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4** The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6** List of Excepted matters:
- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - Dispute(s)/issue(s) wherein the decision of Engineer-In- Charge/owner/GGPL has been made final and binding in terms of the Contract.
- 2.7.** Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

42. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative

Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

43. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

44. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

45. QUARTERLY CLOSURE OF THE CONTRACT

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/ are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

46. EMPLOYMENT VISA FOR FOREIGN NATIONALS

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

- (i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc., in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.,
- (ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- (iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/clerical jobs.

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

47. PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [APPLICABLE FOR INDIAN BIDDERS ONLY] : NOT APPLICABLE.

48. CONFLICT OF INTEREST

48.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

48.2 GGPL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of GGPL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by GGPL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.
If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
- e. A Consultant, who has been appointed by GGPL to assist in a bidding process where GGPL is

a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of GGPL in a bidding process shall not be qualified in GGPL's tender for the same assignment.

- 48.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 48.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
- 48.5 **Unfair Advantage:** Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment

in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

49. **PROFESSIONAL LIABILITY**

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

50. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, consultant should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If consultant has raised the invoice for full value, then consultant should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if consultant fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGPL will release the payment to consultant after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of consultant. GGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the consultant under this contract or under any other contract.

51. **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) : NOT APPLICABLE.**

52. **FRAUD PREVENTION POLICY**

- (i) The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com) Bidder may refer to website for the updated details of Corporate nodal officer.===== X =====

Annexure-I

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

The Owner requires that Bidders/Contractors 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:

A Definitions:

A1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency

and by virtue of this it has a controlling voice.

- A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/ GGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

- C1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder**D.1 Initiation of Suspension**

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D21 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D22 During the period of suspension, no new business dealing may be held with the agency.
- D23 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D24 The decision regarding suspension of business dealings should also be communicated to the agency.
- D25 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GGPL.

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

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ misappropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/ GGPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

- G.** Wherever there is contradiction with respect to terms of „Integrity pact“ , GCC and „Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice“, the provisions of „Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice“ shall prevail.

Annexure-II**PROCEDURE FOR EVALUATION OF PERFORMANCE OF
VENDORS/ SUPPLIERS/ CONTRACTORS/
CONSULTANTS****1.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

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

2.0 METHODOLOGY**i) Preparation of Performance Rating Data Sheet**

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant,

concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GGPL.

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

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

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in- charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

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

A) Where Performance rating is “POOR”:

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of

contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant

shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.

- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

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

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

- 6.3.** Effect on other ongoing tendering:

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

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

- 633** after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

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

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

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

Annexure-1

**GGPL
PERFORMANCE RATING
DATA SHEET (FOR
PROJECTS/ CONSULTANCY
JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on Pro-rata basis for acceptable Quantity as compared to total Quantity for normal cases	10 marks
ii) When quality system	Failure of severe nature	0 marks failure endanger
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks

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

Annexure-2

GGPL
PERFORMANCE RATING
DATA SHEET (FOR O&M)

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

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING ()**

Note :

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

(*) Allocation of marks should be as per enclosed instructions (**) Performance rating shall be classified as under :

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorate basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration marks and safety of the system	Failure of severe nature marks - Moderate nature 5 marks - low severe nature 10-25	
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : TENDER NO: GGPL/C&P /SR 5000015/2020-21/02 Date: 11.12.2020.
1.1	The Employer/Owner is: Godavari Gas Private Limited, Rajahmundry
2.1	The name of the Services to be provided is: PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CITY GAS DISTRIBUTION PROJECT OF GGPL IN EAST & WEST GODAVARI DISTRICTS OF AP.
3	BIDS FROM CONSORTIUM/JOINT VENTURE : NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Godavari Gas Private Limited payable at Rajamahendravaram, E.G Dist Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: A. Ramesh Naik, CM (C&P) Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park , Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India Email: rameshna@gail.co.in

C. PREPARATION OF BIDS

ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): Integrity Pact Indemnity Bond				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL				
12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently NO. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td><td style="text-align: center;"><input type="text"/></td></tr> <tr> <td style="text-align: center;">NO</td><td style="text-align: center;"><input type="text"/></td></tr> </table>	YES	<input type="text"/>	NO	<input type="text"/>
YES	<input type="text"/>				
NO	<input type="text"/>				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of <i>Godavari Gas Private Limited</i> payable at Rajamahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002423				

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The E-Tender No. of this bidding process is: <u>Not applicable</u>
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: A. Ramesh Naik, CM (C&P)

	Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park , Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India Email: rameshna@gail.co.in
26	The bid opening shall take place at: Godavari Gas Private Limited Attention: A. Ramesh Naik, CM (C&P) C/O Andhra Pradesh Gas Distribution Corporation, Street Address: #101 & 102, Ocean Park, Beach Road, Maharanipeta City: Visakhapatnam- 530002, Andhra Pradesh, Country: India Email: rameshna@gail.co.in Date: 02.01.2021 / Time: 15:00 Hrs
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: NOT APPLICABLE
40	Purchase Preference: NOT APPLICABLE
50	Provisions for Start-Ups: NOT APPLICABLE
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit : Applicable If applicable: 3% of Annualized contract value within 30 days of award
40	Whether tendered item is non-split able or not-divisible : YES
41	Provision of AHR Item : Applicable
Clause no. 27.3 of GCC	Bonus for Early Completion: Not Applicable

SECTION-IV

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	DECLARATION" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND
F-22	UNDERTAKING ON LETTERHEAD REGARDING SUBMISSION OF CPS

F-1**BIDDER'S GENERAL INFORMATION**

To,
M/s GGPL
Rajahmahendr

avaram

1	Bidder Name TENDER NO:	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Telephone Number	(Country Code) (Area Code) (Telephone No.) _____
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.) _____
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	

14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:
Date:

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

E-2
BID FORM

To,

M/s Godavari Gas
Private Limited
Rajamahendravaram

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including

"Specifications & Scope of Work", "General Conditions of Contract [GCC]",
"Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the
receipt of which is hereby duly acknowledged, we, the undersigned, are pleased
to offer to execute the whole part of the job and in conformity with the said Bid
Documents, including Addenda / Corrigenda Nos._____.

We confirm that this Bid is valid for a period as specified in BDS from the date of
opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding
upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security /
Security Deposit" equal to "_____of the Contract Price" or as mentioned in Tender
Document for the due performance within "thirty [30] days" of such Award.

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

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

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

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-4
DECLARATION FOR BID SECURITY

To,

M/s GODAVARI GAS PVT. LIMITED

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2, 2nd Floor,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
East Godavari Dist, Andhra Pradesh.

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (*Name of Bidder*) have submitted our offer/ bid no.

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the GGPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-5
LETTER OF AUTHORITY

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

Ref:
To,
M/s Godavari Gas
Private Limited
Rajahmahendravaram

Date:

SUB:
TENDER NO:

Dear Sir,

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to **Godavari Gas Private Limited**.

E-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

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 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:
Date:

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

E-7
DECLARATION REGARDING HOLIDAY/BANNING AND
LIQUIDATION, COURT RECEIVERSHIP

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

We hereby confirm that we are not on „Holiday“ by GAIL/ GGPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

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

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

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

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GGPL by us.

Place:
Date:

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

E-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for“

_____”,the following
Certificate shall be automatically enforceable:

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

Place:
Date:

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

F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
 M/s Godavari Gas
 Private Limited
 Rajahmahendravaram

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____ dated _____ for **Godavari Gas Private Limited** having registered office at (herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify **Godavari Gas Private Limited**, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to **Godavari Gas Private Limited** we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that

any dispute or disputes have been raised by the said M/s.

_____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on _____ receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Visakhapatnam.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
 Rajahmahendravaram

SUB:

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	CGST % SGST: % IGST: % Total %
4.1	Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax	Yes/ No In case of Yes, please specify GST) payable by: GGPL % Bidder %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:
Date:

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

E-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

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

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

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

- We are unable to bid for the reason

given below: Reasons for non-

submission of bid:

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

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

Dear Sir

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

Place:
Date:

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

E-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas
 Private Limited
 Rajahmahendravaram

SUB:
 TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
 Date:

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

F-14
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTI ON	CHEC K BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/		

	uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. Godavari Gas Private Limited

Dear Sir,

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

The Customer has informed that they wish to bid for GGPL's RFQ/Tender no.
..... dated for
.....(Name of the
supply/work/services/consultancy) and as per the terms of the said RFQ/Tender
they have to furnish a certificate from their Bank confirming the availability of
line of credit.

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp

F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/
CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL
CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:

[Signature of

Authorized Signatory] Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN Number

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-17

~~(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE ALLOWED)~~

**~~FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)~~**

CONSORTIUM/JV AGREEMENT

F-18**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Godavari Gas
Private Limited
Rajahmahendravaram

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GGPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

**NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before
due date for receipt of Bidder's queries.**

SIGNATURE OF BIDDER: _____ **NAME OF BIDDER:** _____

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

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

I/We hereby authorize Godavari Gas Private Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GGPL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no -----with us and we confirm that the details given above are correct as per our records. Bank stamp

Date

(Signature of authorized officer of bank)

F-20
INTEGRITY PACT

Godavari Gas as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (Godavari Gas) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GGPL’s confidential information to any third party unless specifically authorized by GGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against GGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by GGPL, in terms of Integrity Pact(IP) which forms part of GGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, D. No.85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry – 533107.

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as “Principal ”).

AND

_____ **(here-in-after referred to as “The Bidder/ Contractor”).**

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation ‘Transparency International’ (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the

contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled..

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
 2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
 3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.
-

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an

employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

 (Name & Designation)
 For the Principal

 (Name & Designation)
 For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

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INDEMNITY BOND

WHEREAS Godavari Gas Private Limited. (hereinafter referred to as “GGPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morumpudi Junction, Rajahmundry - 533103] has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *.....and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the „**CONTRACT**“ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all

purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

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

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Date:

Witnesses:

1

2.

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**UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE
SECURITY/ SD WITHIN STIPULATED TIME LINE**
(to be submitted on letter head of bidder)

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security/ SD specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 30 days from the date of Fax of Acceptance.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Bidder Name:

Seal:

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

AND

SCOPE OF WORK

(SCC & SOW)

Special Conditions of Contract (SCC)

1.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance / Contract Agreement.
- ii) Fax / Letter of Intent / Fax of Acceptance.
- iii) Instruction to Bidders
- iv) Special Conditions of Contract.
- v) Scope of Work
- vi) General Conditions of Contract.

2.0 Scope of services of EPMC

2.1 To assist in developing the CGD's network in the Geographical Areas of East Godavari and West Godavari Districts

EPMC's Scope of Services shall include but not limited to the following –

- 1) Basic Engineering and Design Basis as per latest guide lines of PNGRB
- 2) Design & Detail Engineering for facilities as per the Target.
- 3) Planning & scheduling for development of the project in each GA.
- 4) Provide technical assistance to GGPL for obtaining various statutory permissions from statutory authorities like Forest, Railways, Irrigation, National/ State highways, CCOE (Chief Controller of Explosives) etc.
- 5) Preparation of Material Take-offs (MTO), Material Requisition (MR), Service Requisition (SR) etc.
- 6) Preparation of cost estimate for all tenders.
- 7) Preparation of tender documents, invite bids, expediting submission of offers evaluation of un-priced and price bids, PBO recommendation, recommendation for award of job as per GGPL's C&P procedure, assistance during negotiations.
- 8) Expediting CPBG, Contract agreement, Indemnity bond etc.
- 9) Preparation of letter of intent, work orders / purchase orders, contract documents/ agreements.
- 10) Amendment in PO/WO, returning of EMD of unsuccessful bidders
- 11) Review and approval of design/drawings/documents submitted by vendors/ contractors/ suppliers.
- 12) Quality Assurance and Quality control of the work being executed.
- 13) Inspection / Expediting of equipment / Materials being manufactured by vendors including

contractors supplied items.

- 14) Management of Stores and Stores Accounting in GRV and SIV preparation
- 15) Processing of the vendors' bill including verification and certification by EPMC and submitting and making reconciliation statement with each RA bill.
- 16) Review and approval of 'As Built Documents/Drawings submitted by the contractor.
- 17) Construction Management & Supervision works at site/s.
- 18) Coordinating with contractors, TPI Engineers deployed by client and expediting the progress of works at site.
- 19) Supervision during Commissioning.
- 20) Project Cost Control, Management & Monitoring.
- 21) Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or GGPL.
- 22) Providing liability and capitalization in-respect of work executed on quarterly basis duly signed by EPMC
- 23) Preparing of replies of statutory auditors / Govt auditors and other statutory auditor in respect of work being executed by EPMC
- 24) Recommendation for Project closeout including reconciliation of materials and time extension etc.
- 25) Quarterly closure of contract, health monitoring of contract.

2.2 General scope

- 1) Preparation of DFR as per requirement for each site, inputs / Business Plan including technical & commercial aspects like technology, line sizing, pipeline configuration, costing and estimation etc.
- 2) Basic Engineering & Hydraulics.
- 3) Preparation of drawings, Material Requisitions and Project Document Index. Carryout necessary calculations and conduct appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
- 4) HAZOP Study, Capacity determination.
- 5) Identify the interface points/battery limits and incorporate them on relevant drawings and documents.
- 6) Provide technical assistance with statutory authorities like Forest, Railways, Irrigation, National/ State highways, PESO /CCOE (Chief Controller of Explosives) for obtaining various statutory permissions etc.
- 7) Preparation of Material Take-offs (MTO), Material Requisition (MR), Service Requisition (SR).
- 8) Preparation of Cost Estimate for all tenders and providing the analysis of estimation (if required for percentage tendering etc).

- 9) Preparation of tender documents, specification of tenders, invite bids, evaluation of un-priced and price bids, recommendation for award of job as per GGPL's C&P procedure, assistance during negotiations.
- 10) Preparation of Letter of Intent, Work Orders / Purchase Orders, Contract Documents / Agreements, Purchase / service Requisition (PR)/ SR etc. for submission to GGPL which to be issued to the vendors.
- 11) Bill receipt from vendor and processing of bills dully signed by EPMC.
- 12) Review and approval of design / drawings / documents submitted by vendors / contractors/ suppliers.
- 13) Quality Assurance and Quality Control.
- 14) Review and approval of 'As Built Documents /Drawings'.
- 15) Project execution at site including Supervision, Quality assurance, certification of measurements and contractor's bills.
- 16) Coordinating with contractors, TPI Engineers deployed by client and expediting the progress of works at site.
- 17) Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or GGPL.
- 18) Supervision of receipt of materials, issuance of materials to contractors, maintaining the records, etc., under Stores Management.
- 19) Recommendation for closure of contract including reconciliation of Free issue materials, Bought out items, time extension, Final bill and Documentation
- 20) Performance of Vendors/ Contractors
 - a) Carry out the performance evaluation of vendors/contractors.
 - b) Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors who have participated in the bidding process. The format for the same shall be provided to the bidder who will be appointed as the EPMC.

2.3 Engineering:

2.3.1 Process Design

This will comprise of the following and delivered to GGPL both in hard and soft forms:

- 1) Process Design Basis including Process Description, Operation & Control Philosophy.
- 2) Equipment process data sheets.
- 3) Equipment list.
- 4) Process flow diagrams.
- 5) Piping and Instrumentation Diagrams (P&IDs), HAZOP study.
- 6) Instrument list and data sheets.

- 7) Utilities requirement and their specifications.
- 8) Piping material specifications.
- 9) Line schedule.
- 10) Process description.
- 11) Operation Manual and control philosophy.

2.3.2 Pipeline / Piping

- 1) Preparation and submission of Design basis.
- 2) Issuance of alignment sheets and other construction drawings including those for crossings along the pipeline route based on survey details by survey contractor.
- 3) Preparation of MDPE Network diagram, line sizing, valve locations considering scope of PNG supply, DRS location, completion of loop connecting DRS to DRS through main line, ensuring gas supply through alternative routes
- 4) Review & approval of GI drawing for Apartments, Individual Houses, Commercial installations such as Hotels, canteens, etc.
- 5) Preparation of specifications for line pipe, line materials, terminal materials and transportation, terminals & pipeline laying, HDD crossings.
- 6) Review of vendor/contractors documents.
- 7) Preparation of specifications for line pipe coating and transportation, terminals & pipeline laying, HDD crossings.
- 8) Review and approval of HDD profile drawings submitted by contractor.
- 9) Preparation of equipment layouts.
- 10) Preparation of General Arrangement Drawings
- 11) Preparation of material requisitions and purchase requisitions.
- 12) Technical evaluation of bids.

2.3.3 CNG Stations / Compression Facility

- 1) Carrying out site visits and Preparation of Plot Plan and layout including existing OMC retail outlets for PESO approval / execution.
- 2) Preparation and submission of Design basis & P&IDs.
- 3) Preparation of specifications for all items and components of various packages like Compressor packages, Dispensers, Cascades etc. including optimization.
- 4) Preparation of General Arrangement Drawings.
- 5) Perform pipeline stress analysis to determine the system flexibility.
- 6) Carryout piping stress and flexibility analysis for the station piping.

- 7) Preparation of material requisitions and purchase requisitions.
- 8) Design and detailing of online CNG stations, mother stations, Daughter station, supply through cascade, etc.
- 9) Carryout HAZOP Study

2.3.4 LNG/LCNG Station

- 1) Technical Assistance for Initial & Final approval of PESO for entire LNG/LCNG facility.
- 2) Design & engineering of LNG/LCNG facility.
- 3) Technical Assistance for obtaining applicable statutory approvals for construction and operation of LNG/LCNG facility e.g. Fire NOC, CP, NOC, RTO approval for LNG/LCNG etc.
- 4) Preparation of Bid Documents and Bid evaluation criterion.
- 5) Bid Management, Evaluation and assistance in Award.
- 6) Assisting GGPL in procurement and inspection of the above equipment.
- 7) Planning and site coordination.
- 8) Proof checking of Detailed Engineering Designs and drawings from the appointed contractor.
- 9) Construction supervision.
- 10) Onsite Quality Control.
- 11) Coordination between different Third-Party Quality Control Agency.
- 12) Quantity survey.
- 13) Verification and certification of executed quantities for payment.
- 14) Over all contract management as GGPL representative.
- 15) Carrying out any other additional work on mutually agreeable terms.
- 16) Submission of Project documents
 - a) Detailed design and engineering document with BOM.
 - b) Original copies of all statutory approvals.
 - c) Original stamped and signed copies of engineering drawings.
 - d) Copy of SOP/other technical documents.
 - e) Copy of O&M manual of manufacturer of equipment/setup
 - f) All test and calibration certificates.
- 17) Detailed Scope is as per the attached Annexure -A

2.3.5 Electrical / Pipeline CP System

- 1) Preparation of technical specification
- 2) Preparation of electrical load details for City Gate stations, CNG Stations & CP/SV stations.
- 3) Comparative study for power supply at SV/CP station.
- 4) Review of soil resistivity reports prepared by the contractors.
- 5) Preparation of specifications for cathodic protection (CP) system, both TCP & PCP.
- 6) Preparation of data sheets and material take-off.
- 7) Preparation of material requisitions and purchase requisitions.
- 8) Preparation of tender specification for electrical and CP works.
- 9) Review of vendor/contractors documents.
- 10) Preparation of electrical design drawings.

2.3.6 Mechanical

- 1) Preparation and submission of Mechanical Design Basis.
- 2) Preparation of technical specification for all Mechanical items / welding procedures.
- 3) Preparation of equipment data sheets and material take-off.
- 4) Preparation of material requisitions and purchase requisition
- 5) Technical evaluation of bids and Preparation of tender specifications for mechanical works.
- 6) Review of vendor/ contractors documents.
- 7) Carrying out site visit and Preparation of Layout, General arrangement drawings of piping for various stations like city gate station, CNG stations, SV Station.
- 8) Preparation of technical specifications for all mechanical related items.

2.3.7 Instrumentation

- 1) Review of P&IDs and control philosophy and Preparation of matching Instrumentation and SCADA philosophy.
- 2) Review & approval of DRS / MRS specifications / drawings
- 3) Review of instrumentation, civil works, composite tenders, electrical, CP and telecom systems
- 4) Preparation of Design Basis.
- 5) Finalization of instrument data sheets and prepares material take-off.
- 6) Preparation of system specifications, material requisitions and purchase requisitions
- 7) Technical evaluation of bids.
- 8) Review of FAT and SAT test plans and procedure documents.
- 9) Preparation of drawings required for construction in CNG Stations/ SV stations.

2.3.8 Civil Works

- 1) Preparation of design basis including requirements for firefighting and safety aspects.
- 2) Carrying out site visit and Preparation of plot plans for City Gate Stations, CNG Stations, SV Stations.
- 3) Preparation of area drawings.
- 4) Preparation of material requisitions and purchase requisitions.
- 5) Preparation of technical specifications.
- 6) Preparation of design of foundation of the equipment, building etc.
- 7) Preparation of material take-off.
- 8) Technical evaluation of bids.
- 9) Preparation of tender specifications for topographical surveys and general civil works.
- 10) Review of vendor / contractors documents.
- 11) Preparation of drawings required for construction of City Gate Stations, CNG Stations, and SV Stations., DRS, MRS, pipeline related activities such as Markers, Valve chambers etc.
- 12) Detailed technical specifications for equipment foundations, roads, drains, buildings, compounds wall etc. Preparation of MTO and MR for all items.
- 13) All Civil & structural works related to City Gate Stations, CNG Stations, and SV Stations., DRS, MRS, pipeline related activities such as Markers, Valve chambers etc.
- 14) Ensuring restoration of roads as per Tender specifications.

2.3.9 Architecture

- 1) Detailed technical specifications for equipment foundations, roads, drains, compounds wall etc.
- 2) Preparation of architectural drawings for CNG Stations, CP/IP/SV Stations, Control Room, Administrative Building, etc.
- 3) Preparation of material take-off and MR for all items.
- 4) Preparation of tender specifications.
- 5) Site grading plan and layout of roads/storm water disposal / sewage disposal at above locations.
- 6) Fire-fighting facilities at above locations.

2.3.10 Structural

- 1) Preparation of design specification.
- 2) Preparation of layout drawings for buildings
- 3) Preparation of drawings for platform, staircase, canopy, shed etc.

- 4) Preparation of material take-off.
- 5) Preparation of specifications for structural works.
- 6) Preparation of design & fabrication drawing for steel structures.
- 7) Preparation of drawings required for construction.

2.3.11 Survey (Soil Investigation, Geo-Technical, Hydrological Survey)

- 1) Preparation of tender specifications & documents for above survey works.
- 2) Techno commercial evaluation of bids.
- 3) Supervision during surveys such as Area survey, Crossings, Alignment finalization, Steel pipeline survey etc.
- 4) Review of soil investigations/ survey reports.
- 5) Review of Topographic surveys of SV Stations, City Gate Stations and CNG Stations.

2.3.12 Safety

- 1) HAZOP study during detail engineering, construction & commissioning.
- 2) Assistance in preparation of Disaster Management Plan, Onsite and Offsite Emergency Action Plan, Safety Manual for commencement of commissioning of the respective CGD systems.
- 3) Ensuring the safe execution of works at site.
- 4) Preparation of safety pamphlets, Do's & Don'ts etc. required to be distributed to statutory authorities, residents during construction.
- 5) Review & approval of procedures for safe working such at heights, etc.

3.0 Procurement services

The PMC will be responsible for preparing all the Tender documents for all the Purchase and Work Orders. The tender documents will incorporate the GGPL standardized “General Conditions of Contract” and “Instruction to Bidders” which will be provided by GGPL to PMC. The tendering will be done as per GGPL Procurement Procedure including compliance to various timelines specified therein and Notification / guidelines being issued by Ministry, Government of India and Central Vigilance Commission etc. from time to time. The envisaged activities include:

- 1) Preparing and floating tender inquiries (in newspapers, GGPL website, PMC website, Government of India web sites etc.) as per the latest guide lines including formulation of Bid Evaluation Criteria. All tenders are required to be published on GGPL/PMC and Government of India web sites.
- 2) Issue ICB/ domestic enquiries to the bidders. Expediting offers from bidders.
- 3) Carry out techno- commercial evaluation of bids and prepare CBA/TBA and the purchase

recommendation in-line with GGPL procedures.

- 4) Consultant shall make efforts for getting maximum number of techno- commercial valid offers (at least 3) for all material requisitions/tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning / justification for not ensuring the same.
- 5) Prepare draft Purchase Order/Work Order for issuance by GGPL.
- 6) Prepare purchase status reports and Monitor procurement progress.
- 7) Approval of supplier Drawings / Designs in time.
- 8) Ensuring proper transportation, logistics and material management.
- 9) **Master Vendor List:**

A master vendor list is to be prepared for supply of all materials and equipment, contracts. This list will be based on consultant's experience with Indian and worldwide vendors. Efforts will be made to include as many Indian vendors as possible. Vendors on holiday/ banning list of GAIL /GAIL Gas/ GGPL/ Consultant during tendering will not be considered.

10) Warranties and Guarantees:

PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced. (Same shall be within the framework of GGPL Procurement Procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.

11) Enquiries:

The PMC shall assign a central procurement team to manage and conduct the purchase of all equipment's and materials. Enquiry activities shall be controlled by the consultant. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to owner for approval. While the enquiries are floated by PMC, it will be the responsibility of the PMC to incorporate GGPL Material Code against each item. For incorporating the Material Code the PMC will be given the GGPL Material Code database.

- 12) Press Advertisement fee would be reimbursed to the PMC including GST and Proceeds of tender fees shall be forwarded to the owner by the PMC.
- 13) Reasons for cost variation between estimated costs submitted with recommendation for price bid opening and Order value.
- 14) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule.
- 15) EPMC is to ensure that CPBG / Contract Agreement should be furnished by the successful

bidder within stipulated time as per respective bidding document.

- 16) EPMC to conclude the tender within the time as mentioned in Procurement Procedure
- 17) Consultant will prepare MR in such way that surplus generation is 3 % or less, wrt to the total procurement.

3.1 **Inspection**

- 1) Preparation of Inspection and testing plan.
- 2) Preparation and Submission of all drawings / documents required for manufacturing to vendors / contractors. Granting approval to all drawings / documents submitted by vendor for start & during manufacturing. EPMC shall also expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- 3) Preparation of inspection and expediting procedure.
- 4) Preparation of vendors manufacturing and delivery schedules.
- 5) Expediting of vendors for timely action on sub-contracted items.
- 6) Approval of vendor's procedures in time for manufacturing.
- 7) Material identification and marking.
- 8) Inspection of bought out items.
- 9) Inspection of items to be used from GGPL surplus stores.
- 10) Witnessing of performance/acceptance tests as applicable.
- 11) Preparation of periodic inspection and expediting reports.
- 12) Issuance of final "Inspection Release Note" after inspection.
- 13) For Inspection at vendor sites:
 - Stage inspection will be carried out selectively based on purchase requisition.
 - For critical/major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical/minor equipment's and bulk materials acceptance shall be on the basis of review of relevant test certificates/actual inspection as decided by the inspector in consultation with GGPL (Critical/ major items include Steel Line pipes, CNG Compressors, MRS / DRS, Dispensers, Ball valves etc.)
 - To & Fro, DA shall be borne by GGPL as per rules prevailing in PMC. Prior approval of GGPL shall be required.

3.2 **Contracting**

- 1) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works.
- 2) Prepare Tender documents for all works.
- 3) BEC recommendation.
- 4) Release of NIT for publication/Issue Enquiries to the contractors. All enquiries are to be published in the websites of GGPL / PMC.

- 5) Expediting for submission of offers.
- 6) Carryout technical and commercial evaluation of bids and prepare TBA/CBA, recommendation, Uploading of TBA, CBA and FOA in E-portal.
- 7) PBO (Price Bid opening) recommendation and Price award recommendation etc.
- 8) Prepare FOA/Work Order.
- 9) Prepare contract documents.
- 10) Prepare tendering status report.
- 11) The consultant shall follow GGPL Procurement Procedure, GCC, ITB etc. for all contracts (Consultant before submitting the bid, if desire to study the C&P procedure, General Conditions of Contract –GCC & Instruction to Bidders-ITB can refer the copy of same at GGPL office.)
- 12) The cycle time for completion of each intermittent activity for pre-ordering/ post-ordering will be maintained so as to achieve timely completion of the project as per targeted completion schedule.
- 13) EPMC is to ensure that CPBG / Contract Agreement should be furnished by the successful bidder within stipulated time as per respective bidding document.
- 14) EPMC to conclude the tender within the time as mentioned in Integrated Procurement Procedure.
- 15) EPMC to extend its full support to GGPL in preparation of documents to put up GGPL claim or to present GGPL position in case of any arbitral issue with the contractor / supplier.
- 16) Return of EMD to unsuccessful bidders.
- 17) Quarterly closure and health monitoring of contractors.
- 18) Quarterly closure of contracts.

3.3 Cost engineering

- 1) Prepare periodic cost status reports (monthly).
- 2) Prepare MR and detail cost estimates for bid comparison purposes.
- 3) Preparation of accurate estimates in time (based on past data/ CPWD basis/ Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price
- 4) Difference beyond (+/-) 10% shall call for analysis. In case of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC.
- 5) In case of the deviation between cost estimate provided by the PMC at the time of bid submission / final estimate and the actual L1 price being more than (+/-) 15 %, then recovery shall be effected from the PMC's payment as below:

Let the actual awarded cost of a particular package = x

Let the total awarded cost of all the packages in the project = X

Therefore recovery for that particular package, where the cost estimate deviation is more than (+/-) 15%

deviation is given by:

$(x / X) * (2\% \text{ of awarded PMC cost})$

- 6) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.

3.4 **Construction / Erection Supervision and Commissioning**

- 1) To develop construction schedule along with execution agency based on the execution plan, drawings and work order.
- 2) Supervision and inspection of site activities and execution of the work as per tender specifications, establishment of working procedures, QA/QC procedures, documentation and signing of inspection reports, certification of RA bills / invoices of contractors / vendors.
- 3) Provide adequate number of qualified / experienced engineering staff (RCM having the qualification of BE/BE Tech with 10 years of experience in construction and Site Engineers for Carrying out the Site supervision for Steel / MDPE/ GI / CNG / De-compression facility/LNG Station/LCNG/ GIS work etc. for CGD project with 04 years' experience for Diploma engineers and 02 years for BE/B.Tech engineers and 02 years' experience with Level –II certification for evaluation of NDT results for steel and plant piping).
- 4) To look after the progress with overall responsibility of achieving the targets, including, Planning, availability of material, store management, work Scheduling, WO - Closure recommendation, Billing, recommendation, Budgeting/ Cash flow requirement, Capitalization, Liabilities on qtr. basis etc.to render day-to- day site supervision, quality control during execution of all the works .
- 5) Coordination with contractors, TPI engineers deployed by GGPL for monitoring daily progress and expediting progress of works at site.
- 6) Organizing regular Review meetings with contractors and providing the MOM of review meetings, status reports of works to GGPL.
- 7) Inspection of Inward Material, bought out items from contractors immediately after receipt at site and certifying acceptance of the materials.
- 8) Material testing and performance tests shall be witnessed and approved.
- 9) To ensure compliance of statutory requirement viz. minimum wages act. Workers compensation act. PF & ESI acts, safety acts, accident/insurance acts, license acts, etc.
- 10) Carrying out stage / final inspection at place of manufacture/fabrication and installation.
- 11) Inspection of the condition of goods received from vendors and certifying acceptance of the materials.
- 12) To ensure conformity with lay down / latest specifications, quality standards and trade practices.
- 13) Carrying out welder's qualification test, electrician's trade test, safety drills visitor's identification, etc and issuing certificates confirming eligibility of the technician.
- 14) Preparation of weekly, fortnightly and monthly progress report (in approved format), exception reports, deviation report etc.

- 15) Carrying out expediting as required and preparation of reports.
- 16) Maintaining material consumption records, take detailed measurements at site, check RA and final bills of the contractors, verifying the measurement sheets, site reports and ensuring submission of all required supporting documents/measurement sheets along with RA bills before forwarding to GGPL.
- 17) Furnishing completion/inspection certificates, organize handing over / taking over of complete works.
- 18) Assistance during the commissioning as and when required.
- 19) Providing technical support/supervision for trouble shooting and post- commissioning works.

3.5 **STORES & MATERIAL MANAGEMENT**

- 1) Receipt of equipment/materials from suppliers and certify their invoices for payment.
- 2) Inspection of the condition of goods received and issue Goods Receipt Voucher.
- 3) Maintaining record and submit report every month, indicating the stores in stock, material in transit, material issued to contractors and balance material to be received as per PO's issued.
- 4) Issuance material for construction to contractors and prepare Stores Issue Vouchers.
- 5) Receipt of unused material returned by the contractors and preparation of Material Return Note.
- 6) Preparation reconciliation statements to enable owner to check and take over balance stores, along with requisite inspection certificates/ documents etc.
- 7) Materials management shall be done through GGPL's SAP, necessary authorization and access for using SAP system to be provided by GGPL. Scope of Work related to Material Management shall be as mentioned below:
 - a) Allocation of the material code from material code database in SAP/ GGPL intranet while preparation of SR/PR prior to placement of Purchase Order, which should be mentioned in bill of material of PO.
 - b) Entry of Purchase Requisition and Purchase Order in SAP.
 - c) Preparation of GRV's (Goods Receipt Voucher) in real time on receipt of material at site store and SIV.
 - d) MTN (Material Transfer Note) – in / out on shifting of material from existing inventory in GGPL.
 - e) Handing over of project surplus materials to GGPL and its valuation at the time of project Completion.
- 8) The said stores shall be managed by the EPMC. However, Stores Infrastructure viz. space, furniture, PCs, peripherals, communication facilities including internet, telephones etc. to be provided by GGPL.
- 9) Receipt of materials, GR creation and inspection in SAP. However, for Project Materials, inspection is in the scope of EPMC and inspection of O&M materials with GGPL.
- 10) Submission of monthly Receipt & issue Reports to respective OICs, Project Dept. and C&P Dept.

- 11) Submission of Attendance certified by C&P Dept for the personnel deployed for stores management along with monthly RA bill.
- 12) Material Reconciliation statement along with each RA bill.
- 13) Signing of each RA bill by EPMC
- 14) Binning / stacking / issue of materials, SIV posting.
- 15) Perpetual Inventory for Project and O&M materials on quarterly basis. Discrepancies if any between physical quantity and SAP quantity to be notified to GGPL with proper reasoning for further action.
- 16) Circulation of list of non-moving items on quarterly basis to concerned of GGPL.
- 17) Assist GGPL for identifying surplus / obsolete etc. items.
- 18) Dispatch activities in case of OSRD / MTN-OUT materials. However, packing and freight charged shall be borne by GGPL.
- 19) Submission of Monthly insurance declaration statement for receipt and stock items to GGPL.
- 20) For such cases where insurance claim 'on transit and stock items for which insurance coverage is undertaken by GGPL , (EPMC) will provide the technical and other assistance, support, report etc for lodging the claims
- 21) Proper housekeeping of stores at closed and open area.
- 22) Assist auditors / GGPL personnel during physical verification.
- 23) Accounting and storing of scrap materials.
- 24) Assists all concerned during disposal activities of scrap/surplus/ obsolete etc. items

3.6 AS-BUILT DRAWINGS / Documentation

- 1) Receipt of as-built drawings/ documents from contractors/ vendors and forward the same to GGPL after reviewing /approval.
- 2) The project related documents for future reference and records shall be handed over to GGPL. Submission of final documents shall be under the following heads:
 - a) As built drawings.
 - b) Separately highlighting recommendations of Hazop Study.
 - c) Problems faced during the project execution and mitigation measures taken and reasons for future.

3.7 PROJECT MANAGEMENT AND CONTROL

3.7.1 Planning and Scheduling

- 1) Preparation of Work Breakdown Structure.
- 2) Preparation of Project Network Diagrams.
- 3) Preparation of Project Activity List, Milestones, etc.
- 4) Preparation of Project Overall Percentage Schedule: Monthly Breakups, and Cumulative

Breakups.

- 5) Preparation of Percentage Schedule Monthly Breakups for each-element
- 6) Preparation of Project Cost Estimate for each purchase and work order.
- 7) Preparation of Project Financial Commitment Schedule in accordance with the envisaged- / actual dates for order placement.
- 8) Providing liability in-respect of work executed on quarterly basis duly signed by EPMC
- 9) Preparation of Project Planned Cash Out Flow in accordance to the envisaged / actual dates of delivery construction.
- 10) Preparation of Project Communication / Coordination Plan.
- 11) Preparation of Inspection Schedule and Plan.
- 12) Preparation & Submission of Monthly Progress Reports.

3.7.2 Project Management

EPMC shall be responsible for the entire Project Management wherein they will be required to work in close coordination with GGPL Project team. For efficient and timely completion of the project EPMC shall perform following activities:

- 1) Establishment of Communication Procedures in concurrence with GGPL
- 2) Establishment of procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, Delivery, etc.
- 3) Defining the "Scope of Work" for various groups.
- 4) Attending the Monthly Project Review Meetings with GGPL.
- 5) Surveillance on all project related activities.
- 6) Monitoring progress of the project and submits periodic status reports to GGPL.
- 7) Coordination with vendors / contractors, relating to the procurement of items and execution of the work. Providing timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- 8) Preparation of various reports/ draft reply letters as required from time to time by GGPL and for onward submission to Government & statutory authorities.
- 9) Providing information on best international practices being followed across the globe for CGD projects as and when the information is desired by GGPL for effective and timely project completion.

3.7.3 PROJECT MONITORING AND CONTROL

- 1) Preparation of detailed project schedule.
- 2) Identification of all activities falling on the critical path of the project.
- 3) Identification of all activities requiring close co-ordination/ synchronization.
- 4) Preparation of a look-ahead model/ catch-up plan for the project from time to time.
- 5) Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.

- 6) Identification of all activities/steps required for execution of the project within approved cost.
- 7) Identification of all activities/steps required for execution of the project within stipulated time
- 8) Highlight pitfalls, if any, caused by the Project Consultant/ - any agency hindering efficient execution of the project
- 9) Monitoring of contractor logistics for line pipe, manufacturing, coating and laying
- 10) Generation of MIS reports for the project, and identify critical path on fortnightly basis.
- 11) Providing all inputs / performing all project monitoring activities as desired by the GGPL Management/Project Group from time to time for timely completion of the project.
- 12) Carrying out quality audits and Identifying the root causes of the problems encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
- 13) Consultant shall submit weekly, fortnightly and monthly reports for all POA cases.

3.8 COMMISSIONING, STARTUP AND PERFORMANCE TESTS

3.8.1 Mechanical Completion

- 1) Recommendation for approval of operating manual, program, etc., and supervises the mechanical completion.
- 2) Recommendation for approval of construction completion certificate.
- 3) Approval of required procedures, plans, schedules and necessary certification for construction completion by the other contractors.
- 4) Approval of manual for respective contractors for implementation of all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

3.8.2 Commissioning and Start-up:

- 1) Approval of commissioning procedure,
- 2) Co-ordinate the start-up team to supervise and monitor the commissioning, start-up performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers.
- 3) Identification of defects and deficiencies during commissioning.
- 4) Supervision and monitoring of all commissioning and start-up activities and all performance tests runs.
- 5) Review and approval of test reports.
- 6) Preparation of commissioning record

3.9 Factory Acceptance Tests & Site Acceptance Tests

- 1) Witness & certification of Factory Acceptance Tests in the premises of vendor for supply materials viz, CNG Compressors, dispensers, DRS, MRS, Steel pipe, valves, PE pipes SS tubes etc.

- 2) Witness & certification of Site Acceptance Tests of CNG compressors

3.10 **PROJECT DOCUMENTS / COMPLETION / CLOSE-OUT REPORT**

After successful completion and commissioning of the project, EPMC shall perform following activities:

- 1) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review/approve the same and forward GGPL.
- 2) Recommendation for closure of Contract such as Time extension, Recompile of materials, Final bills, Deviations etc..
- 3) Submission of all project related documents to GGPL for future reference and records.

Submission of final documents shall be under the following heads:

- (a) As built drawings
 - (b) Detail operating manual
 - (c) Separately highlighting recommendations of the EIA, Hazop Study & Risk Analysis etc.
 - (d) Problems faced during the project execution and mitigation measures taken in future.
- 4) Submission of all evaluation sheets of performance for all vendors, contracts in line with established procedures to which orders were placed.
- 5) Hard & Soft Copies of contracts Closeout Report incorporating the following;
 - a) Project brief
 - b) Pipeline Network Diagram
 - c) Chronology of. Approvals
 - d) PMC Head Office & Site Office Organogram
 - e) Names of PMC Personnel working for the project along with all contact details.
 - f) Pipeline configuration and Spread details
 - g) Details of various types of Crossings
 - h) Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
 - i) List of key milestones and date of actual achievement.
 - j) List of POs/ WOs including vendor name and contact detail.
 - k) Experience gained during Project Execution and improvements for future projects.
 - l) Construction Photographs.

4.0 **EXCLUSIONS FROM SCOPE OF WORK**

- a) Permissions for pipeline laying and land acquisition.
- b) Any type of survey work.
- c) Implementation of Insurance policies shall be carried out either by GGPL or by

Vendor/Contractor. Due to any technical reason for lodging of insurance claims and realization of the same, if any person to be deputed by EPMC from Head Office /or Place of Posting, the travel expenses including man-day rate shall be paid/reimbursed at actuals and person deputed beyond the GA area, only travel expenses at actual shall be reimbursed as per EPMC company rules.

- d) Compliance of Industrial relation functions and labour laws at work sites.
- e) Tender / NIT advertisement fees shall be in GGPL's scope and shall be reimbursed at actual along with taxes, as applicable. Tender fee received against sale of tender document from various agencies shall be forwarded to GGPL.
- f) Customs clearance Charges, transportation and store expenses.
- g) Any type of statutory approvals from various Central / State Govt. Organizations / agencies, etc.
- h) Arranging Store Space, Safety and Security of Store Materials.

4.1 Addition, Reduction in scope and Re-tendering :

- a) In case there is addition or deletion in Scope of Work, fees for the same shall be as per the mutually discussed and agreed upon terms and conditions.
- b) Additional works arising out of GGPL's policy change or change of decisions / work philosophy, location etc. or for reasons not attributable to EPMC shall be considered as extra works(Engineering and designing work) and will be paid on Man-hr basis on mutually agreed qty.
- c) Re-working/Re-tendering (non-responsiveness, less competition, higher quoted price etc) /Re-designing etc. if any, shall be done without extra cost to GGPL.

5.0 OBLIGATIONS OF CLIENT:

To enable EPMC to carry out the scope of services detailed under Sl. No. 2.0 of this section, GGPL shall assist / meet the following obligations in time & free of cost to EPMC:

- a) Furnishing all information, design data, drawings, reports, etc., relevant to the above assignment and any other information required by EPMC from time to time for carrying out activities under its scope of work.
- b) Furnishing information of plot details for OLS, wherever required.
- c) Drawings for Retail Outlets (RO's) where OLS/DBS is to be installed, wherever required.
- d) Furnishing information regarding individual load of industrial & commercial connections.
- e) Providing area survey drawing / details for domestic & commercial connections along with list of houses / commercial connections to be connected.
- f) Obtaining permissions from statutory / local bodies including liaisoning with State /Central Govt. agencies/ local bodies.
- g) All necessary assistance / approvals, etc. for smooth execution of the project on time.
- h) Providing Survey drawings / details for steel pipe network and CNG station (as applicable).

- i) Store Infrastructure facilities to be arranged by M/s GGPL.
- j) In the event of any legal proceeding in connection with the project, EPMC would assist M/s GGPL. Due to technical reason for above legal proceeding, if any person to be deputed from Head Office, the travel expenses including man-day rate shall be paid/reimbursed at actuals.

6.0 **OTHER CONDITIONS:**

- a) The CONSULTANT shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- b) The Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- c) The consultant shall take approval/concurrence from GGPL on major and critical issues e.g. Design Basis, P&IDS etc.
- d) There may be minor changes in scopes and extra activity may be carried out during the implementation for the completion of the project. The consultant shall not be entitled for extra payment for the same.
- e) The Consultant shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- f) The Consultant should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- g) The Consultant shall provide approved drawings etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- h) Approvals will be given by GGPL for Design basis, P&IDs.
- i) Issuance of Purchase orders, executing agreement with vendors/ contractors, releasing of payments as per PO / WO terms, opening of Letter of Credits in favour of vendors etc. for all cases will be done by client.
- j) All assistance required by GGPL (viz: but not limited to preparation of drawings, documents, reports etc) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to GGPL.
- k) The consultant shall attend (& contribute) to Project & Construction Review meetings taken by GGPL management at Project/ Corporate/ Site offices of GGPL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted price only, which shall be participated at appropriate level by PMC.
- l) The consultant shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to GGPL.
- m) PMC's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration :
 - i. Examining & providing reply of claims etc.
 - ii. Participation in arbitration proceedings.

Due to technical reason for above arbitration cases, if any person to be deputed from Head Office, the travel expenses including man-day rate shall be paid/reimbursed at

actuals and the person where he has been posted being deputed beyond the GA area, only travel expenses at actual shall be reimbursed as per EPMC company rules”

- n) The project manager or his authorized representative will attend GGPL office on regular basis for co-ordination, measurement certification, approval of drawings & other project activities.
- o) The consultant will be notified about their performance on periodic basis.

7.0 **TIME SCHEDULE**

The Completion Schedule for project as detailed shall be for 20 months and can be extendable by 1 more year with same Rates, Terms & Conditions.

8.0 **KEY RESULT AREAS**

It is the prime responsibility of the PMC to complete the project in schedule time. The consultant would schedule and execute project activities such as to complete the entire project within the schedule. The PMC shall be periodically intimated about their performance.

Key result areas of the performance of the PMC are mentioned in the following table.

Table 1

S no.	Activity	Time line
1	Evaluation of bids & submission of PBO recommendation including TQ / CQ, if any.	04 weeks from opening of bids
2	Submission of Award /Order placement recommendations.	02 weeks from the date of approval of Price Bid Opening.
3	Approval of Drawings/ Documents of Vendors for manufacturing of Equipment/ Materials/ Bought out items etc	Within 02 weeks , after receipt of complete doc. from Vendors
4	Submission of Minutes & ATR of structured internal meeting at management level of PMC.	Within 01 weeks from conduct of meeting.
5	Demonstration of commissioning of steel pipeline systems subjected to availability of required parameters/control environment.	Within 3 weeks of mechanical clearance of pipeline system.
6	Demonstration of commissioning of CNG station / Compressor subjected to availability of required design parameters/control environment.	Within 03 weeks of clearance for commissioning of CNG station/Compressor.
7	Monthly review meeting to be conducted by PMC with GGPL / Contractor / Vendor etc.	Monthly

Notes:

For the above, calendar days are to be considered.

- 1) No time extension will be granted to PMC on account of Engineering, approval of drawing

/QAP/procedure/documents etc, inspection of materials and any other engineering related activity. These activities are invariably be carried out in the stipulated contract period and the penalties shall apply in such cases. Further no compensation in terms of Man-hour efforts beyond contract period will be given to PMC on these heads.

- 2) PMC to carry out quarterly closure of contracts including time extension, extra items, AHR items, deviations and delay analysis and fixing accountability etc. to be settled on quarterly basis.

9.0 **FEES**

- 1) Fee and payment against each SOR items for the services shall be as per Schedule of Rates.
- 2) Applicable GST is to be quoted by EPMC.
- 3) Man-month shall mean 25 (Twenty Five) working days for the purpose of computing fees for the month. However, normal pro-rata payment shall be applicable for working days in a month considering 25 days per month. There shall be no overtime payment for working beyond 8 hours in a day due to work requirement at site.
- 4) EPMC shall arrange the accommodation (boarding and lodging facility/ Camp facility) for their personal posted and will be paid as per relevant SOR in tender.
- 5) EPMC has to arrange the sufficient no. of vehicle at site for better and smooth execution and supervision. The same shall be paid as per SOR.
- 6) Reimbursement of Tender / NIT advertisement fees including taxes, as applicable, by GGPL.
- 7) GGPL shall reimburse all expenses on account of any tours to be undertaken by EPMC personnel within India in connection with the project work including Inspection, Expediting, Designer Supervision, Construction Supervision, Project Monitoring, meetings
- 8) Tour shall be regulated as per EPMC's company rules and regulation and entitlement for visiting officials. Tour expense shall include:
 - i. Air/Rail/ Taxi fare
 - ii. Board, Lodging
 - iii. Expenses towards local transport like taxi etc.
- 9) No foreign tour has been envisaged.
- 10) All the rates mentioned in Schedule of Rates are valid till the completion of the Project including extension if any.
- 11) The contract period can be extended further one year beyond initial contract on same terms and condition including the unit rate/s.
- 12) Absence Fees/ Inspection charges per man day basis, is to be quoted by the EPMC for (For Inspection / Expediting Services) which will be paid separately as per SOR along with the tour expenses. Before proceeding on tour communication is to be sent to GGPL for records/information.
- 13) For attending review meetings, project meetings at GGPL offices in East Godavari GA, West Godavari GA and Vishakhapatnam by project coordinator, provisions as per above clause no.8 shall not be applicable.

10.0 PAYMENT TERMS:

SOR. No.	Description/ Activity	Payment Terms
A.	Survey	
1.1	Review of Survey to finalise Pipeline Route	
A.	Steel Pipeline Network	80% on review of draft survey report and alignment sheets submitted by survey agency 20% on finalization of Survey report and alignment sheets submitted by survey agency
b	MDPE Network	80% on review of draft survey report and alignment sheets submitted by survey agency 20% on finalization of Survey report and alignment sheets submitted by survey agency
1.2	Geo-technical Soil Investigation for De-Compression unit/ CNG Station	80% - on review of draft survey report and soil Investigation report submitted by survey agency 20% - on finalisation of survey report and and soil Investigation report submitted by survey agency
B	Development of Steel Pipeline Network	
	Development of Steel pipe line network	
1	Design & Engineering for Development of steel pipe line network for CGD including underground pipe line and above ground piping, SV stations, TCP systems, branch/spur pipe line connections to DRS/MRS/CNG Station/consumer terminals including Instrumentation/electrical/civil works for completion of the steel pipe line network in all respects. Submission of documents/drawings/HAZOP study/Design basis/thickness calculations etc required to apply for statutory clearances. Submission of capacity determination for networks	55% - on submission of pipe line route alignment drawings, design basis , thickness calculations, Hazop study 5% on submission of drawings for SV stations/Valve chamber 15% on route finalization and acceptance 15% on approval of vendor/contractor drawings & documents 10% on completion of work at site
C	Development of MDPE &last mile connectivity	

1	Design & Engineering for Development of MDPE network (consisting of 125 mm to 20mm) for supplying Gas to House holds, commercial consumers, Industrial consumers etc. including sizing , interconnection among DRS, MRS, DCU, compliance of latest PNGRB regulations and relevant latest standards.	75% - on submission of pipe line network, sizing drawings and intercommunication with DRS , design basis. 10% on approval of vendor /contractor drawings & documents 15% on completion of execution
2	Preparation of drawings for DRS/MRS facilities including associated facilities/connections	60% - on submission of draft drawings for DRS/MRS locations, plot plan, earth pit, fencing etc. 25% - on submission of final drawings and acceptance by client 15% - on completion of execution
3	GI pipe line network for house hold/Apartments/ commercial connections	85% - on sizing and approval of GI network drawings prepared by contractor 15% - on completion of execution
D	Development of CNG stations /De-compression facility	
1	Preparation of Layout drawing for CNG station /De-compression unit	85% - on submission of CNG station /De-compression layout drawings 15% - on acceptance by client.
2	Engineering for CNG mother stations including dispensing units, piping arrangements, Electrical/ Civil/ Instrumentation systems	20% - on PESO approval of Layout drawing, submission of HAZOP study 30% - On submission of Civil & structural drawings 10% - On submission of mechanical /piping drawings 10% - On submission of Electrical drawings 15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones 15% - on completion of execution
3	Engineering for CNG online stations including dispensing units, piping arrangements, Electrical/ Civil/ Instrumentation systems	20% - on PESO approval of Layout drawing, submission of HAZOP study 30% - On submission of Civil & structural drawings 10% - On submission of mechanical /piping drawings 10% - On submission of Electrical drawings 15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones 15% - on completion of execution
4	Engineering for CNG Daughter-Booster (DBS) stations including dispensing units, piping arrangements, piping arrangements, Electrical/ Civil/ Instrumentation systems	20% - on PESO approval of Layout drawing, submission of HAZOP study 30% - On submission of Civil & structural drawings 10% - On submission of mechanical /piping drawings 10% - On submission of Electrical drawings 15% - payment on approval of data sheet & QAP of brought out items on the

		basis of accomplished mile stones 15% - on completion of execution
5	Engineering for CNG De-compression facility stations including dispensing units, piping arrangements, Electrical / civil / Instrumentation systems	20% - on PESO approval of Layout drawing, submission of HAZOP study 30% - On submission of Civil & structural drawings 10% - On submission of mechanical /piping drawings 10% - On submission of Electrical drawings 15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones 15% - on completion of execution
E	PROCUREMENT AND CONSTRUCTION SERVICES	
1	Preparation of Technical specifications & Bid document, Floating of tender, Evaluation of Bids, Recommendation for Placement of orders - For Supply package	40% -Submission of draft tender 20% - Floating of tender 15% - Award recommendation 25% - Approval of data sheets and QAP
2	Preparation of Technical specifications & Bid document, Floating of tender, Evaluation of Bids, Recommendation for Placement of orders - For Composite / Construction / works / Service package	60% -Submission of draft tender 20% - Floating of tender 20% - Award recommendation
F	Stores Management	
	Management of stores such as receiving & issuing of the materials, Managing the stocks, Preservation of materials , Physical verification as per policy etc.. As per SCC & SOW of Tender Document	100% against Attendance along with Monthly closing stock statement and statement of Material Receipt and issues in the month
G	Construction Supervision at site	
1	Carrying out the Site supervision of the work being executed at site for Steel / MDPE/ GI / CNG / De-compression facility etc for CGD project. Deployment will be done only after consultation with GGPL as per the conditions of SCC & SOW of Tender Document	100% - against attendance along with work diaries
2	Boarding and Lodging including arrangement of vehicle for local movement	100% - against attendance
3	Deployment of Vehicle for store management facility /site supervision activity	100% - against attendance

4	Office Absence fee for visiting vendor installations for inspection of equipments and for visiting statutory authorities, PNGRB, arbitration etc . Travel days shall not be considered as office absence. All other expenses shall be as per clause no.9 (fees) of SCC	100% against submission of bills
H	Establishment of LNG / LCNG Station in West Godavari District:	
	<u>Engineering & Project Management Services:</u> Estimate for approval of GGPL, Preparation of technical specification/data sheets/Drawings/reports/documents etc, Preparation of Tender document & line up of contract through tendering for design, supply, installation & commissioning of LNG Storage & regasification (Satellite) station along with LNG and LCNG Dispensing facilities near Eluru in West Godavari district, AP (Preparation of DFR is not included). Giving Approval for vendor design, engg, QAP, GADs, Drawings/ Datasheet/Technical specifications of equipments, equipment layout, P&IDs, review of inspection/test reports, equipment dispatch and approval of construction drawings of civil, mechanical electrical, instruments, etc. Preparation of documents/Drawings/HAZOP/QRA required for obtaining statutory clearances, pre-commissioning, commissioning, operation/GTR etc and as per tender	10% - after obtaining initial approval of LCNG/LNG facility 40%- on finalisation and submission of design & engineering of LNG/LCNG facility 10%- on technical bid preparation and TBA of the contractor 10%- on obtaining all pre- & post construction approvals 20% - on construction completion of LNG/LCNG facility 10% - on final operation after testing and commissioning of LNG/LCNG facility

Annexure-A

Detailed Scope of Work for Engineering and Project Management services for LNG/LCNG Station

Scope of work includes Design, Installation, supervision, commissioning of LNG storage & regasification terminal along with LNG/LCNG Dispensing facilities.

The objective of the consultancy is to provide overall Engineering & Project Management Support, formulation of project management plans, planning, design, detailed Engineering services, construction supervision support including reporting and advice on physical, financial, social and institutional matters for erection of LNG/LCNG facility.

Work to be performed by the consultant shall include provision of all services, man power, equipment and material (whether of a temporary or permanent nature) required for the design, engineering, bid management, inspection, project management, supervision of LNG/LCNG FACILITY.

The work is described or specified herein and in the other provisions of the Contract and limited by what is expressly excluded. Consequently, the consultant shall furnish anything and everything necessary for the completion of the work in accordance with its purpose intended, notwithstanding any omission in the Contract.

1. The assignment would be performed in overlapping phases described in the following sections;

Phase I: It comprises of design, technical assistance for obtaining initial PESO approval of LNG facility for LNG/LCNG dispensing and preparation of entire engineering document, tender document covering all aspects of LNG/LCNG facility.

Phase II: It comprises of providing assistance for obtaining applicable statutory approvals for erection, commissioning and operation of LNG/LCNG facility.

Phase III: It comprises of vendor exploration, bid preparation, bid management, TBA, CBA, appointment of contractor etc and assistance to GGPL in entire bidding process.

Phase IV: It comprises of project management, review, scrutiny, proof check and modification of detailed engineering designs and drawings furnished by the appointed construction contractors, release of approved drawings fit for construction, construction supervision and on-site quality control services, monitoring the performance output from the complete works including supervising testing and commissioning of the entire LNG/LCNG facility for ensuring continuous performance as envisaged in the design. TC shall be responsible for all on site measurements of the works completed and checking the invoices of the Contractors and certifying progressive payments to be released by the GGPL to the Construction Contractors and preparation and submission of Project Completion Report at the end of successful commissioning of the project.

1.1 The key activities of the Phase I Services shall include but not limited to following.

1. Initial approval of LNG/LCNG facility from PESO.

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- 1) Consultant shall provide technical assistance for obtaining all applicable statutory approvals from all relevant authorities pertaining to LNG/LCNG dispensing
- 2) Site visit and preparation of site layout.
- 3) Finalization of layout with GGPL and submission to PESO for initial approval.

2. Design of LNG/LCNG

Design and engineering of complete LNG/L CNG set up comprising of tanks, pumps other equipment as per applicable standards, guidelines, best industry/engineering practices. Design document shall be prepared in such manner that it does not incline to specific make or model of equipment. There shall be provision of min 2 makes in all the equipment.

i. Engineering Services:

a. Electrical

- Preparation of single line diagram
- Preparation of detail technical specification
- Preparation of cables, Earthing routing drawing
- Selection of equipment like switchgear, cables etc.

b. Mechanical

- Preparation of general arrangement/layout drawing plan
- Preparation of technical specification
- Preparation of technical specification for major instrument in the plant
- Preparation of pipe/tube routing drawing
- Preparation of firefighting system

c. Civil

- To mention equipment, load data foundation details
- Preparation of civil drawing, layouts, plans

Note- In case required a technical assistance of structural engineer may be obtained.

d. Metering

- To design metering system compatible with SCADA

e. Control Room and SCADA connectivity

- Preparation of architectural layout and schematic of control room

- ii. Any other job to complete the work in safe and technically corrected way shall be included.
- iii. Consultant shall design LNG/LCNG facility in accordance to all the applicable statutory guidelines, IS/IFC/ISO standards, best engineering and industrial practices.
- iv. Consultant shall consider IS 5572, IS 5571 during designing of LNG/LCNG
- v. Requirement of safety distances to be followed at LNG/LCNG facility as per PESO/ PNGRB guidelines.

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- vi. All surveys/ investigations as deemed necessary.
- vii. Site survey to assess nature and profile of the Site topography.
- viii. Consultant shall study all applicable rules, regulations, guidelines different state/central/local authorities and regulatory bodies which are applicable to project implementation and shall submit the copies of all relevant notifications, gazettes, papers etc. to GGPL.
- ix. Consultant shall submit the proposed schematic and plan to GGPL along with all relevant details
- x. Detailed Emergency Response plan and Disaster management plan to take care of emergencies.
- xi. Safe operation of LNG /LCNG equipment and allied accessories.
- xii. Consultant shall take various approvals required for supply of LNG/LCNG, equipment of LNG/LCNG facility, Transportation, any certifications requirement.
- xiii. Consultant shall provide technical assistance to obtain type approval from PESO for all the equipment and its components.
- xiv. System design (based on the demand assessment), for LNG/LCNG Storage & distribution system.
- xv. System design shall also include all safety aspects including PSVs, SVs, and SCADA facility.
- xvi. System shall include control room, SCADA control room and; interior designing of control room.
- xvii. Prepare Bill of Materials for the entire LNG/LCNG facility
- xviii. Consultant shall ensure that metering system shall confirm Weights & Measurement (W&M) act and any other applicable standard.
- xix. All the documents shall be submitted to GGPL for approval.

1.2 The key activities of the Phase II Services shall include but not limited to following.

1. Statutory approvals for erection, commissioning and operation of LNG/LCNG facility

- i. Consultant shall take approval from all the concerned government bodies/statutory authorities for erection, commissioning and operation of LNG/LCNG station.
- ii. All applicable statutory approvals to be obtained prior to commencement of work, during construction stages, at the time of testing and commissioning and during operation of LNG/LCNG station shall be in the scope of consultant.
- iii. Consultant shall obtain all the Post - construction approvals for smooth operations of the entire LNG/LCNG facility.

Note- GGPL will reimburse statutory fees made against original demand notes raised by

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respective agency.

1.3 The key activities of the Phase III Services shall include but not limited to following.

- i. Technical bid preparation
- ii. The Consultant shall develop the technical qualification criteria for the bidders participation in the tendering process and evaluation criteria for the selection of the subsequent contractor.
- iii. The Consultant shall develop the special contract terms and conditions, payment schedule, Lime schedule etc., legal terms and conditions.
- iv. The Consultant shall provide GGPL support throughout the Tendering process with respect to answering the bidder's queries and potential explanations related to technical conditions and Contract, special conditions, Scope of Services, specifications.
- v. The consultant shall assist GGPL in tender evaluation and contract award process.
- vi. The support for the GGPL covers in particular
 - a) Active participation of the Consultant at the meetings of the GGPL Evaluation committee;
 - b) assessment of possible variants proposed by the bidders, assessment of the technical quality of the variant solutions and compliance with the required parameters with intentions of GGPL;
 - c) Preparation of evaluation Report, concluding the Work of the evaluation Committee. Potential participation in the meetings of the GGPL statutory bodies management SMG.) in relation to negotiation concerning selection of the contractor consulting services/explanations and comments on the technical content of the evaluated tenders and the variants considered;
 - d) Assisting the GGPL during the final discussions about entering into the contract with the selected Contractor (if necessary)
 - e) Facilitation/support for release of tender, pre-tender meeting, pre-bid meeting, proposal evaluation and finalization of implementation s part or the bid management.
 - f) Consultant should work in tandem with GGPL and the various committees that have been set up for this purpose.

1.4 The key activities of the Phase IV Services shall include but riot limited to following.

Project Management- Contract Monitoring, Construction supervision, ensure compliance with GGPL Safety requirements and code of practice, onsite quality control, measurement and certification of payment.

- i. Contract Monitoring
 - a. Work closely and assist the GGPL in carrying out its obligations under the supply and construction contract for ensuring timely and successful completion of the contracts.
 - b. Ensure that the contractor carries out the work in accordance With the construction

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contract within the agreement sum or such other sum as may become payable to him under the provisions of his contract and within the scheduled time for completion.

- c. Liaise between the GGPL and the contractor and may with the Third Party Agencies to ensure good communication between all the parties such that disputes do not arise and that any such dispute is settled reasonably and amicably and also assist in any adjudication.
- d. Keep accurate records of all site activities and operations and those required elsewhere for efficient works execution by the contractor including but not limited to:
 - Preparation of Minutes of scheduled meetings
 - Daily, weekly and monthly report from the Engineer's representative and the site inspectors.
 - Preparation of instructions, variation orders, approval forms, etc.
 - Maintenance of level and survey books, including checks on setting out and completed work.
 - Work records, such as measurement, level, dimension, as-built drawings and material delivery notes
 - Preparation of Progress Reports
 - Compilation of test data and laboratory reports
 - Preparation of financial reports, including internee statements plus supporting particulars and certificates.

2. Work Programming:

- a. Preparation of overall construction program.
- b. Agree with the contractor at the start of the works on his detailed work program
- c. Monitor progress of the works and ensure that the contractor, as and when required, produces revised programs.
- d. Ensure that the contractor allows for enough lead time for the provision of all materials, plant, equipment and labour to avoid hold ups or bottlenecks.
- e. Timely devise, jointly with the contractor, a plan of action for detailed investigation and testing of existing facilities, if any to be incorporated in the permanent works.
- f. Help prevent any hold ups due to factors beyond the control of the contractor, including all factors like granting of access to all parts of the site, provision of certain facilities and storage areas, obtaining of rights of way and way leaves and any such other items.
- g. Assist the GGPL in any revision of the lines and extension of construction contract for delays not attributable to the contractors or negotiating interim extension of time.

3. Construction Supervision:

- a. Supervise the mobilization of the contractor, his staff, equipment etc. and his provisions for storage and other operating areas, paying particular attention to land made available for the construction works.

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- b. Consultant shall deploy at least one technically qualified engineer with sound technical knowledge having similar experience for supervising o the project construction activities at site at all the limes.
- c. Check all construction materials and equipment arriving on site, ensure that all materials handling and storage is in accordance with the manufacturers' recommendations. Advise to the contractor for safety measures.
- d. Prepare and issue to the contractor from time to .time, as and when necessary, such further drawings, specification and instructions as required under the construction contract to enable the contractor to complete his obligations under his contract in a timely manner.
- e. Supervise the contractor's detailed investigations and testing of existing facilities, if any, in regard of compliance with the plan of action and decide on the basis of the results of the testing on whether the said facilities are sufficiently sound to be incorporated in the permanent works without adversely affecting later operation and functioning.
- f. Ensuring appointed contractor follows GGPL's HSE guidelines, processes, safety procedures etc.
- g. In the event of technical problems arising on site, assist the contractor in overcoming them in the interest of the GGPL within the agreed sums as may become payable to the contractor within the scheduled time for completion.
- h. Supervision of construction including commissioning and testing of entire system.

4. Measurement, Valuation, Certification Settlement of claims and financial control.

- a. Measure the permanent works and value them in accordance with the methods of measurement and notes on pricing as well as the unit rates of the bill of quantities as included in the construction contract.
- b. Keep accurate records to maintain an effective cost control system in order that the cost of works execution remains within the approved amount of contract during the period of the execution of the works, the estimate of the total costs shall be continuously updated and the GGPL kept informed of his financial commitments and when he shall be required to make payments.
- c. Keep accurate records of all variations made and all Claims forwarded by the contractor, together with the reasons thereof, which may affect the sum becoming payable to the contractor under the provisions of his contract; claims shall he verified skillfully, but fairly interpreting the provisions of the construction contract and shall only be agreed upon when truly justified.

5. Project Completion Report:

- a. Ensure that “as-built” drawings meeting professional standards are provided by the contractor.

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- b. Prepare detailed project completion report “as-executed” and verify the operation and maintenance manuals for all components provided the Contractor as required.

6. Defects Correction Supervision:

- a. Make periodic site visits to ensure that any outstanding work agreed upon with the contractor before the issue of the certificate of substantial completion is properly carried out.
- b. In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out.
- c. On the occasion of site visits as above and / or request of the GGPL, supervise performance of the operators and report to the MA in case of shortcomings, including recommending on corrective actions.
- d. At the end of the defect's correction period and when all outstanding works are completed and all repairs are carried out satisfactorily, issue the defects corrections certificate in accordance with the provisions of the construction contract.

7. Post Contract and Miscellaneous Works:

- a. After clearing of the site by the contractor is complete, carry out all work required to finalize and close the construction contract administratively.

8. Project Timelines

- Obtaining initial approval of LCNG/LNG station including LCNG/LNG dispensing – 90 days from the date of intimation.
- Preparation & finalization of engineering document and tender document – 45 days from the date of intimation.
- Award of contract for construction works – 60 days from date of finalization of tender.
- Completion of LNG/LCNG station construction, commissioning – 8 months from date of FOA to contractor for construction works.
- Project Management, Bid Management- During the course of project.
- Obtaining all statutory approval for construction work – 90 days from the date of obtaining initial PESO approval.
- Final PESO approval – 30 days from construction completion.
- Obtaining final NOC of all statutory approvals – 45 days from the date of commissioning.

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)

1.1. Minimum Wages:

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GGPL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x (monthly wages / number of days in the relevant month)

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

Illustration I (05 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	8	2	18	603	15678	1119.86	14558.14
2	March	31	10	5	16	603	15678	2528.71	13149.29
3	April	30	8	10	12	603	15678	5226	10452.00
4	May	31	10	-	4	603	2412	0	2412.00

Illustration II (06 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	4	2	22	603	15678	1119.86	14558.14
2	March	31	5	5	21	603	15678	2528.71	13149.29
3	April	30	4	10	16	603	15678	5226	10452.00
4	May	31	5	-	4	603	2412	0	2412.00

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GGPL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GGPL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepavali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

The amount towards the payment of bonus/ex-gratia shall be released / reimbursed to the contractor, after submission of proof of payment.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ *Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965*.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. As per the **Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965 (if applicable)**: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.

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- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GGPL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).
- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the **International Worker Portal of EPFO.**

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Policy** within the overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI).

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 3 Lakhs** per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GGPL.

8. The Contract Labour (R&A) Act, 1970

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- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
 - b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
 - c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
 - d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
 - e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GGPL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
 - f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, then GGPL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

Annexure- C

1. The Contractor shall be solely responsible and indemnify GGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify GGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify GGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GGPL.
4. The Contractor shall also indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** and above age of **58 years** shall be deployed by the contractor for the execution of the contract.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GGPL while at the site/work. All existing and amended safety / fire rules of GGPL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GGPL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor.
13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of GGPL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe** and **Other Backward Class** in order to have a fair representation of these sections of the society.

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15. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GGPL or at a place **within a radius of three kilometers**.

16. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.

17. **Gate/ Entry Pass or Authorization:**

Entry to the premises of GGPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

18. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.

19. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

20. **Police verification**

- a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GGPL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
- b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GGPL under this contract awarded to him.
- c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
- d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GGPL and has come to the notice of GGPL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GGPL.

21. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.

STANDARD CONDITIONS OF SCC: PART IV*Annexure- D***Compliance of Government of India Directives****1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)**

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GGPL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to GGPL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GGPL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Contractor shall inform GGPL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

STANDARD CONDITIONS OF SCC: PART V**Records and Registers****Annexure-E****1. Maintenance of records and registers**

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
 - b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
 - c) Labour Codes (after they are made effective by Government of India)
2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:
- a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
 - b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
 - c) Register of Loan / Recoveries in FORM C
 - d) Attendance Register in FORM D
 - e) Register of rest/leave/leave wages in FORM E
 - f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
 - g) Copies of Employment Card in FORM XII
3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) **Immediately after issuance/receiving of Letter of Acceptance (LOA)**

- i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
- ii. Application for issuance of **FORM –III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- iii. Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.
- iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
- vi. Copies **Insurance Policy(ies)** as mentioned at **Annexure-iv**
- vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

b) **At the time of submission of monthly bills**

- i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – IV (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorised person** in GGPL certifying as “***Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at ----- (place)***” along with **copy of bank statement** duly certified by bank as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode**.
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans / ECR**, bank receipts/bank statement in respect of resources deployed in GGPL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in details as per **Annexure- i**.

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- v. Copy of Wage Slips in FORM XIX

c) At the time of closure of contract

- i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GGPL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at **Annexure- ii.**
- ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- iii. Copies of **Service Certificates** issue to resource in **FORM VIII**
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- vii. Copy of proof towards release of Leave Encashment
- viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.

4. Verifications of bills and documents submitted by the Contractor

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GGPL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Annexure-i
Details in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
- (a) Extension Period of Contract, if any from _____ to _____
- (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
- a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
- a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
- If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:

Date:

SECTION – V

GENERAL CONDITIONS OF

CONTRACT(GCC)

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ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between GGPL and Consultant for Services as per this Bid document.

GGPL/OWNER shall mean Godavari Gas Pvt. Limited

GGPL'S REPRESENTATIVE means the person appointed or authorized from time to time by GGPL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the GGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by GGPL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to GGPL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of GGPL.

ARTICLE 3.3: GGPL'S REPRESENTATIVE

3.3.1 GGPL shall nominate its Representative(s) who shall be entitled to act on behalf of GGPL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between GGPL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify GGPL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with GGPL's consent after getting approved his CV's from GGPL.

GGPL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to GGPL.

3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

3.5.1 GGPL shall pay for the services rendered as per stipulation in the tender through E- Banking only (through ICICI Bank, HDFC Bank or State Bank of India). All Bank charges of consultant's Bankers shall be to the consultant's account.

3.5.2 Consultant will invoice GGPL according to the terms and conditions provided in the tender.

3.5.3 Payment terms will be as follows:

3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 **For Acquisition/Due diligence consultancy cases**; the payment terms will be as

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follows:

Stages Payment (%age of lumpsum price)

a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by GGPL	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

GGPL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows :

- On completion of Milestones against each activity Project as identified in the scope of work progressively based on Fortnightly invoices	95% of
- After close out of Project on completion job in all respects	5% of

3.5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Mandy Rate (per diem)

3.5.4 In case of disputes concerning invoice(s), GGPL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

GGPL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.

The disputed amount, if any, shall be paid after mutual settlement between GGPL and Consultant.

Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

3.6.1 Consultant shall submit to GGPL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months

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beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed in tender document.

All expenses

incurred in obtaining of such guarantee shall be borne by Consultant.

3.6.21 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Consultant/GGPL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by GGPL/Consultant without the prior written consent of the latter.

3.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non- disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

3.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by GGPL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

3.8.3 Consultant will not claim from GGPL any taxes paid by him.

3.8.4 GGPL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

3.9.1 GGPL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

GGPL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and GGPL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the GGPL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded

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otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

- 3.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 3.10: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 GGPL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, GGPL may request Consultant to resume the performance of the services, without any additional cost to GGPL.
- 3.11.5 In case of suspension of work by consultant on GGPL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.
- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

- 3.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to GGPL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.12.2 GGPL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and GGPL

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agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which GGPL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of GGPL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.13: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of GGPL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep GGPL harmless and indemnify GGPL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to GGPL will be property of GGPL.
- 3.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by GGPL for carrying out of any services with any third parties.
- 3.14.4 Consultant shall not without the prior written consent of GGPL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

- 3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 3.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default

GGPL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as GGPL may authorise in writing) after receipt of the default notice from GGPL.

3.16.2 Termination for Insolvency

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GGPL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GGPL.

3.16.3 Termination for convenience

GGPL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by GGPL till the date upon which such termination becomes effective.

ARTICLE 3.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma annexed within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise GGPL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, GGPL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither GGPL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the GGPL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 3.20: Rectification Period

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without GGPL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by GGPL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 3.21: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to

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such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by GGPL. Upon the request of GGPL, the consultant shall submit for GGPL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.22: Notices

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

ARTICLE – 3.23: Acquisition of Data

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. GGPL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

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PROFORMA FOR CONTRACT AGREEMENT

LOA No. GGPL /

Dated -----

GGPL"s PAN No. AAACG1209J

Contract Agreement for the work of ----- of GODAVARI GAS PRIVATE LIMITED made on ----- between (Name and Address) -----, hereinafter called the

“CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GODAVARI GAS PRIVATE LIMITED having its registered address at #85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry East Godavari - 533107

A.P. INDIA hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- D. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed

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variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

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AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of



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SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on

on behalf of EMPLOYER

GODAVARI GAS PRIVATE LIMITED.

Signed and Delivered for and

on behalf of the CONTRACTORs.

(NAME OF THE CONTRACTOR)

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Date : _____

Place: _____

1. _____

2. _____

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Schedule of Rates

SCHEDULE OF RATES (SOR)

Engineering & Project Management Consultancy services for development of CGD Network in East & West Godavari District of Andhra Pradesh

SO R. No.	Description/ Activity	UoM	SOR quantity	Unit Rate	Total amount
A.	Survey				
1.1	Review of Survey to finalise Pipeline Route				
A.	Steel Pipeline Network	Km	25		-
	80% on review of draft survey report and alignment sheets submitted by survey agency				
	20% on finalization of Survey report and alignment sheets submitted by survey agency				
b	MDPE Network	Inch-Km	150		-
	80% on review of draft survey report and alignment sheets submitted by survey agency				
	20% on finalization of Survey report and alignment sheets submitted by survey agency				
1.2	Geo-technical Soil Investigation for De-Compression unit/ CNG Station	Nos.	10		-



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	80% - on review of draft survey report and soil Investigation report submitted by survey agency				
	20% - on finalisation of survey report and and soil Investigation report submitted by survey agency				
B	Development of Steel Pipeline Network				
	Development of Steel pipe line network				
1	Design & Engineering for Development of steel pipe line network for CGD including underground pipe line and above ground piping, SV stations, TCP systems, branch/spur pipe line connections to DRS/MRS/CNG Station/consumer terminals including Instrumentation/electrical/civil works for completion of the steel pipe line network in all respects. Submission of documents/drawings/HAZOP study/Design basis/thickness calculations etc required to apply for statutory clearances. Submission of capacity determination for networks	KM	65		-
	55% - on submission of pipe line route alignment drawings, design basis , thickness calculations, Hazop study				
	5% on submission of drawings for SV stations/Valve chamber				
	15% on route finalization and acceptance				
	15% on approval of vendor/contractor drawings & documents				
	10% on completion of work at site				
C	Development of MDPE &last mile connectivity				
1	Design & Engineering for Development of MDPE network (consisting of 125 mm to 20mm) for supplying Gas to House holds, commercial consumers, Industrial consumers etc. including sizing , interconnection among DRS, MRS, DCU, compliance of latest PNGRB regulations and relevant latest standards.	Inch km	1,700		
	75% - on submission of pipe line network, sizing drawings and intercommunication with DRS , design basis.				
	10% on approval of vendor /contractor drawings & documents				
	15% on completion of execution				



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2	Preparation of drawings for DRS/MRS facilities including associated facilities/connections	Nos.	10		-
	60% - on submission of draft drawings for DRS/MRS locations, plot plan, earth pit, fencing etc.				
	25% - on submission of final drawings and acceptance by client				
	15% - on completion of execution				
3	GI pipe line network for house hold/Apartments/ commercial connections	Nos.	50,000		-
	85% - on sizing and approval of GI network drawings prepared by contractor				
	15% - on completion of execution				
D	Development of CNG stations /De-compression facility				
1	Preparation of Layout drawing for CNG station /De-compression unit	Nos.	5		-
	85% - on submission of CNG station /De-compression layout drawings				
	15% - on acceptance by client.				
2	Engineering for CNG mother stations including dispensing units, piping arrangements, Electrical/ Civil/ Instrumentation systems	Nos	1		-
	20% - on PESO approval of Layout drawing, submission of HAZOP study				
	30% - On submission of Civil & structural drawings				
	10% - On submission of mechanical /piping drawings				
	10% - On submission of Electrical drawings				
	15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones				
	15% - on completion of execution				
3	Engineering for CNG online stations including dispensing units, piping arrangements, Electrical/ Civil/ Instrumentation systems	Nos	1		-
	20% - on PESO approval of Layout drawing, submission of HAZOP study				
	30% - On submission of Civil & structural drawings				
	10% - On submission of mechanical /piping drawings				



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	10% - On submission of Electrical drawings				
	15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones				
	15% - on completion of execution				
4	Engineering for CNG Daughter-Booster (DBS) stations including dispensing units, piping arrangements, piping arrangements, Electrical/ Civil/ Instrumentation systems	Nos	1		-
	20% - on PESO approval of Layout drawing, submission of HAZOP study				
	30% - On submission of Civil & structural drawings				
	10% - On submission of mechanical /piping drawings				
	10% - On submission of Electrical drawings				
	15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones				
	15% - on completion of execution				
5	Engineering for CNG De-compression facility stations including dispensing units, piping arrangements, Electrical / civil / Instrumentation systems	Nos	4		-
	20% - on PESO approval of Layout drawing, submission of HAZOP study				
	30% - On submission of Civil & structural drawings				
	10% - On submission of mechanical /piping drawings				
	10% - On submission of Electrical drawings				
	15% - payment on approval of data sheet & QAP of brought out items on the basis of accomplished mile stones				
	15% - on completion of execution				
E	PROCUREMENT AND CONSTRUCTION SERVICES				
1	Preparation of Technical specifications & Bid document, Floating of tender, Evaluation of Bids, Recommendation for Placement of orders - For Supply package	Nos	1		-
	40% -Submission of draft tender				



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	20% - Floating of tender				
	15% - Award recommendation				
	25% - Approval of data sheets and QAP				
2	Preparation of Technical specifications & Bid document, Floating of tender, Evaluation of Bids, Recommendation for Placement of orders - For Composite / Construction / works / Service package	Nos	1		-
	60% -Submission of draft tender				
	20% - Floating of tender				
	20% - Award recommendation				
	Engineering Sub Total				-
F	Stores Management				
	Management of stores such as receiving & issuing of the materials, Managing the stocks, Preservation of materials , Physical verification as per policy etc.. As per SCC & SOW of Tender Document	Man-Month	20		-
	100% against Attendance along with Monthly closing stock statement and statement of Material Receipt and issues in the month				
G	Construction Supervision at site				
1	Carrying out the Site supervision of the work being executed at site for Steel / MDPE/ GI / CNG / De-compression facility etc for CGD project. Deployment will be done only after consultation with GGPL as per the conditions of SCC & SOW of Tender Document	Man-Month	120		-
	100% - against attendance along with work diaries				
2	Boarding and Lodging including arrangement of vehicle for local movement	Months	40		-
	100% - against attendance				
3	Deployment of Vehicle for store management facility /site supervision activity	Months	20		-



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	100% - against attendance				
4	Office Absence fee for visiting vendor installations for inspection of equipments and for visiting statutory authorities, PNGRB, arbitration etc. Travel days shall not be considered as office absence. All other expenses shall be as per clause no.9 (fees) of SCC	Man Day	15		
	100% against submission of bills				
	Site Supervision Sub Total				-
H	Establishment of LNG / LCNG Station in West Godavari District:				
	Engineering & Project Management Services: Estimate for approval of GGPL, Preparation of technical specification/data sheets/Drawings/reports/documents etc, Preparation of Tender document & line up of contract through tendering for design, supply, installation & commissioning of LNG Storage & regasification (Satellite) station along with LNG and LCNG Dispensing facilities near Eluru in West Godavari district, AP (Preparation of DFR is not included). Giving Approval for vendor design, engg, QAP, GADs, Drawings/ Datasheet/Technical specifications of equipments, equipment layout, P&IDs, review of inspection/test reports, equipment dispatch and approval of construction drawings of civil, mechanical electrical, instruments, etc. Preparation of documents/Drawings/HAZOP/QRA required for obtaining statutory clearances, pre-commissioning, commissioning, operation/GTR etc and as per tender	No	1		-
	10% - after obtaining initial approval of LCNG/LNG facility				
	40%- on finalisation and submission of design & engineering of LNG/LCNG facility				
	10%- on technical bid preparation and TBA of the contractor				
	10%- on obtaining all pre- & post construction approvals				
	20% - on construction completion of LNG/LCNG facility				
	10% - on final operation after testing and commissioning of LNG/LCNG facility				
	Sub Total for LNG/LCNG Engineering				-

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	Total (Excl GST)	-
	Total (incl GST @ 18%)	-