



Green Gas Limited
[A Joint Venture of GAIL and IOCL]



Green Gas Limited
(A JVC of GAIL and IOCL)
Corporate Office: Plot No. 7/25, Sector-7 Gomti Nagar Extension
Lucknow 226010
CIN : U23201UP2005PLC030834

E-TENDER DOCUMENT NO.: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025.

TENDER DOCUMENT
FOR
APPOINTMENT OF COST AUDITOR FOR FY 2025-26

TENDER SUBMISSION DATE	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
TENDER OPENING DATE	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
PRE-BID MEETING DATE	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
EARNEST MONEY DEPOSIT [EMD]	:	NIL/-



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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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Appendix II

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (Only Class III Certificates with signing + encryption key usage). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.



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- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. GST certificate, MSE certificate, PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the date as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid may be rejected.
- 5) Bidder can submit the EMD through BG or DD or online payment. Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD in original should be posted/couriered to the concerned official **within 07 days** after technical bid opening. In case of non-receipt of EMD in original by the said time, the uploaded bid can be summarily rejected.
- 6) The details of GGL's Bank Account is as under: -
 A/c Holder's Name- Green Gas Limited
 A/c Number- 407010200002028
 IFSC Code- UTIB0000407
 Bank Name- Axis Bank
- 7) Bidder to submit the documents in original to GGL **within 07 days** after technical bid opening:
 - a) EMD (if not submitted through online payment mode)
 - b) Power of Attorney as per tender.
 - c) Line of Credit issued by the Bank in case bidder's working capital is negative or inadequate (Refer BQC Financial Criteria)
 Note: these documents shall also be up-loaded in technical bid during e-tender submission.
- 8) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by



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all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid may be rejected.

- 9) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 10) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 For GGL tenders on NIC contact person:
 1. Mr. Ankit Singh (9236310670)
 2. For any technical related queries please call at 24 x 7 Help Desk Number
 0120-4001 002/ 0120-4001 005/ 0120- 4493395
 International Bidders are requested to prefix +91 as country code

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
 Technical - support-eproc(at)nic(dot)in
 Policy Related - cppp-doe(at)nic(dot)in

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

FAQ
[QUESTIONS AND ANSWERS]



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S N	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by GREEN GAS?	Please visit GREEN GAS website www.gglonline.net / https://etenders.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc..
2	Whether Hard copy of Bids is acceptable?	Only online electronic mode of submission of BID is acceptable.
3	In case of Open ICB and Domestic, whether there is sale of Tender Document?	Yes, on payment of Tender Fee.
4	Whether EMD is prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of GGL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in GREEN GAS within 7 (seven) days from the bid due date, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not?	No
8	Is there any exemption in submission of EMD, Tender Fee and Security Deposit?	(i) Yes, there is exemption in submission of EMD & Tender Fee. a. Central/ State PSUs and JVs of PSUs as per prevailing guidelines from time to time. b. Micro & Small Enterprises (MSEs) :As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/ preference available vide Public Procurement Policy MSEs Order, 2012 i. District Industries Centers (DIC) ii. Khadi and Village Industries Commission (KVIC) iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation (NSIC) vi. Directorate of Handicraft and Handloom vii. Any other body specified by Ministry of MSME (ii) There is no exemption in submission of SD (Security Deposit) / Contract Performance Bank Guarantee (CPBG).



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9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBM) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BQC (Bidder's Qualification Criteria /Bid Evaluation Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bidder's Qualification Criteria/Bid Evaluation Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/ tendering, BQC (Bidder's Qualification Criteria /Bid Evaluation Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BQC is included in tenders floated on Open Tender/ Limited Tender basis.
14	Is there any Criteria for formulation of BQC (Bidder's Qualification Criteria /Bid Evaluation Criteria) which is incorporated in Tender?	Yes, suitable BQC technical criteria is formulated which is usually incorporated in tender to ascertain the experience of capable bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BQC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who does not meet the criteria in entirety for reason only to increase the competition.
16	Whether BQC can be modified after opening of Bids?	No, once the bids have been received no amendment/ modification/ relaxation of BQC is permitted.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per base rate of Interest of SBI plus 6.25%.
18	In which cases Fall Clause is applicable?	Fall clause is applicable only in case of nomination and proprietary/ OEM procurement.



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SECTION - I

INVITATION FOR BIDS [IFB]



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SECTION - I
INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

Date: 12.07.2025

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26"

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025.

Dear Sir/Madam,

1.0 Green Gas Limited, the City Gas Distribution Company headquartered in Lucknow, India, invites bids from 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 as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	:	"APPOINTMENT OF COST AUDITOR FOR FY 2025-26"
(B)	TENDER NO. AND DATE	:	GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025
(C)	TYPE OF BIDDING SYSTEM	:	Limited Domestic Bidding under Single Bid-Single Envelop System
(D)	TYPE OF TENDER	:	E-tender – Bids shall be accepted through online mode only. No manual bids shall be accepted and considered for evaluation.
(E)	COMPLETION/ CONTRACT PERIOD	:	The contract shall be valid till 31.10.2026 – (refer SCC-Section IV).
(F)	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	:	NIL/- in the form of Bank Guarantee / Demand Draft (DD)/ Banker's Cheque/Online Transaction drawn in favour of "Green Gas Limited" payable at Lucknow.
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
(H)	DUE DATE & TIME OF BID SUBMISSION	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
(I)	DUE DATE AND TIME OF PRICED BID OPENING	:	As Mentioned at E-tender Portal (https://etenders.gov.in/eprocure/app)
(J)	VALIDITY OF OFFER UPTO	:	04 months from the bid due date.
(K)	VENUE FOR OPENING OF UNPRICED BIDS / PRE-BID MEETING	:	Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010



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- 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 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents shall also be submitted in Original (in physical form) within the due date and time to the address mentioned in Bid Data Sheet (BDS): -
 - i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney.
 - iii) ~~Line of Credit issued by the Bank in case bidder's working capital is negative or inadequate (Refer BQC Financial Criteria).~~
- 5.0 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 Bidder's Qualification Criteria(BQC) and wishes to quote against this tender, may obtain bidding document from the office of Head – C&P, Green Gas Limited, Lucknow and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.~~
- 8.0 ~~Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by obtaining/ purchasing the tender document shall be taken into consideration for evaluation & award provided that the bidders are found responsive.~~
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on GREEN GAS's website & (<https://etenders.gov.in/eprocure/app>)
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-9 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 GREEN GAS reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on as mentioned above hrs.** in Conference Hall of Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010 (UP), to discuss Scope of Work, Terms and Conditions of tender document. Prospective bidders may also inspect/assess the site before submission of bid. For participation contact CM - C&P, E-mail ID: s.shekhar@gglonline.net

THIS IS NOT AN ORDER.

For & on behalf of
 Green Gas Limited
 [Shashank Shekhar]
 CM – C&P
 E-mail: s.shekhar@gglonline.net



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SECTION-II

~~BIDDER'S QUALIFICATION CRITERIA [BQC],~~

METHODOLOGY FOR EVALUATION AND COMPARISON OF BIDS &

INSTRUCTIONS TO BIDDERS [ITB]



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1.0 METHODOLOGY FOR EVALUATION OF PRICE BIDS

- 1.1 The job in SOR is integral and inseparable. Splitting of SOR items is not allowed. Methodology for Evaluation and Award shall also include price evaluation including GST based on the **overall lowest evaluated** price (L-1) basis & job shall be awarded to L1 bidder.
- 1.2 This is a Percentage (%) tender. Bidders are requested to review the estimates and quote the % above/below/at par to GGL the respective SOR line items.
- 1.3 Bids shall be evaluated for lowest landed price (L-1) for complete SOR for the finalization of tender and Award of Contract.
- 1.4 The "Schedule of Rates" quoted for the complete/entire scope of work shall be taken up for evaluation, and subsequent award of Contract shall be as per provision of Tender.
- 1.5 No uncalled-for lump-sum/ percentage or adhoc reduction/increase in prices offered by a bidder after opening of bids shall be considered.
- 1.6 The unit prices/percentage quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices etc.
- 1.7 If prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the bid shall be omitted from evaluation.
- 1.8 **In the case of Tie, the ranking will be decided by Bidder as per below mentioned method.**
In case of a tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit the discount bid in terms of percentage discount over previous quoted amount in a sealed envelope(activity outside the e-portal) and so on.



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[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer/ Owner/ GREEN GAS as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/ Tender document issued by Employer/ Owner/ GREEN GAS.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding 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 Bidding Documents, the terms 'Bid', 'Tender' & '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. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on "Holiday" by GREEN GAS or any CGD company or Public Sector Project Management Consultant (like EIL, Mecon only, due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by GREEN GAS or any CGD company / 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 GREEN GAS or the Ministry of Petroleum and Natural Gas.
 If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
 In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GREEN GAS by the bidder.
 It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein 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 39 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 GREEN GAS by the bidder.
 It shall be the sole responsibility of the bidder to inform GREEN GAS 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.39 of ITB.
- 2.4 Bidder shall not be affiliated with a firm or entity:



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

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

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

2.7 Power of Attorney:

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- (a) **In case of Proprietorship:** by Proprietor
- (b) **In case of Partnership:** by all Partners or Managing Partner
- (c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- (d) **In case of Public / Limited Company:** PoA in favor of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract / order to successful bidder.

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GREEN GAS promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM "JOINT VENTURE"/ "CONSORTIUM" [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)] (NOT APPLICABLE)

3.1 ~~Bids from consortium/ JV of two or more members are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-15 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV).~~

3.2 ~~The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and~~



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~~on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.~~

~~3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.~~

~~3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/ JV proposes any alteration/ changes in the orientation of consortium/ JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.~~

~~3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/ JV to participate in this tender. Further, no member of the consortium/ JV shall be put on 'Holiday' by GREEN GAS or GIAL or IOCL 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. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.~~

4 ONE BID PER BIDDER

4.1 A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GREEN GAS will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE:

Not Applicable.

6 SITE VISIT



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- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for 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.
- 6.3 The Bidder shall not be entitled to hold any claim against GREEN GAS 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] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : ~~BID QUALIFICATION CRITERIA [BQC] & Evaluation Methodology~~, ITB
 - Section-III : General Conditions of Contract [GCC]
 - Section-IV : Special Conditions of Contract [SCC]
 - Section-V : Specifications, Scope of Work/Supply and Drawing
 - Section-VI : HSE
 - Section-VII : Forms & Formats
 - Section-VIII: Estimates
- Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GREEN GAS in writing or by fax or email at **GREEN GAS'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. GREEN GAS reserves the right to ignore the bidders request for clarification if received after the aforesaid period.** GREEN GAS may respond in writing to the request for clarification. GREEN GAS's response including an explanation of the query, but without identifying the source of the



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query will be uploaded on GREEN GAS's web site [www.gglonline.net] / communicated to prospective bidders by e-mail/ fax.

- 8.2 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".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 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 Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GREEN GAS's website [www.gglonline.net / <https://etenders.gov.in/eprocure/app>] / communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID [MANUAL / E-TENDER]

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

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL & 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) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) 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.



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- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
 - (g) 'No Deviation Confirmation', as per 'Form F-6'
 - (h) 'Bidder's Declaration regarding Holiday/Banning and Liquidation court receivership', in 'Form F-7'
 - (i) Void
 - (j) 'Agreed Terms and Conditions', as per 'Form F-8'
 - (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-9'
 - (l) ~~Duly attested documents in accordance with the "BID QUALIFICATION CRITERIA [BQC]" establishing the qualification.~~
 - (m) Undertaking on the Letter head, as per the Form F-10.
 - (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
 - (o) Any other information/details required as per Bidding Document
 - (p) EMD/Bid Security in original as per Clause 16 of ITB
 - (q) All forms and Formats including Annexures.
 - (r) Original Tender Fee (if applicable)
 - (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BQC.
 - (t) Tender Document duly signed/ digitally signed by the Authorized Signatory.
 - (u) Additional document specified in Bidding Data Sheet (BDS).
 - (v) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GREEN GAS shall not be responsible for any failure on the part of the bidder to follow the instructions.
 - (w) 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.
 - (x) 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.
 - (y) 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 lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
 - (z) 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

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



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11.1.2 In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

12 SCHEDULE OF RATES / BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding 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)**.

12.2 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.

12.3 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 Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

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

12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 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. 30 of ITB.

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



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13 VOID

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid **for 'FOUR [04] months' from** the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GREEN GAS as 'non-responsive'.

15.2 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 without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY

16.1 Bids must be accompanied with '**Earnest Money/ Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of **Green Gas Limited**, payable at **LUCKNOW**] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form -4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least '**One [01] month**' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

For E-Tenders Plz Refer Appendix-II also for E Tendering process and EMD Submission

16.2 The 'Bid Security' is required to protect GREEN GAS against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".

16.3 GREEN GAS shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security' shall be valid for '**One [01] month**' beyond the 'Bid Validity Period'

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GREEN GAS as non-responsive.

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



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- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security/ Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award"/ "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) Deposit the amount of initial security deposit and / or Fails to execute the contract within the stipulated period and/or Fails to commence work at job site within 10 (ten) days of handing over the job or any part thereof to him and/ or party backs out after placement of work order
 - (iii) In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender
 - (iv) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Green Gas Limited and addressed to GREEN GAS. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 Bidders Exempted for payment of EMD & tender Fee
- a. Central/ State PSUs and JVs of PSUs as per prevailing guidelines from time to time.
 - b. Micro & Small Enterprises (MSEs) :As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/ preference available vide Public Procurement Policy MSEs Order, 2012
 - i. District Industries Centers (DIC)
 - ii. Khadi and Village Industries Commission (KVIC)
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation (NSIC)
 - vi. Directorate of Handicraft and Handloom
 - vii. Any other body specified by Ministry of MSME.
 - c. MSEs Participating in the Tender must Submit the Certificate of Registration with any one of the above agencies along with their bid.



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- d. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for the registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- e. Exemption from payment of EMD shall be allowed to all micro & Small parties registered with above mentioned bodies. The exemption shall also be irrespective of whether they are registered for the tendered item and shall be applicable for Procurement, Works and Services.
- f. In addition to existing specified form (i.e. Demand Draft (DD), Letter of Credit (LOC) / Bank Guarantee (BG)) mentioned in tender documents for submission of EMD / Bid Security, the bidder can also submit the EMD through online banking transaction i.e. IMPS / NEFT / RTGS etc.
- 16.11 For this purpose, the details of GGL's Bank Account is as under: -
A/c Holder's Name- Green Gas Limited
A/c Number- 407010200002028
IFSC Code- UTIB0000407
Bank Name- Axis Bank
- 16.12 While remitting, the bidder must indicate EMD & tender / E-tender no. under remarks. Bidder shall be required to submit / upload the successful transaction details along-with their bid / e-bid. In absence of submitting / uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD.
- 16.13 Further, in case of the online transaction, submission of EMD in original is not applicable



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17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 Pre Bid meeting shall be conducted on the given schedule & time through Microsoft Team S/W. Bidder shall share its Email id for sending the invitation two days prior to the schedule of meeting.
- 17.2 The Bidder(s) or his designated representative are 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.
- 17.3 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.4 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GREEN GAS website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.5 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GREEN GAS will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GREEN GAS will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GREEN GAS's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GREEN GAS 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, technical specifications, etc. Bidders are requested not to take any deviation/ exception



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to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (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
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (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.

20 E-PAYMENT

Green Gas Limited 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

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 Only Online Bid will be accepted. If any of the Vendor is submitting manual Bid same shall be liable for disqualification

Detailed instructions are attached at Appendix – II of this tender

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

21.2 All the bids shall be submitted to Online mode only
~~All the bids shall be addressed to the owner at address specified in IFB.~~

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

22 DEADLINE FOR SUBMISSION OF BIDS



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

23 LATE BIDS

- 23.1 Any bid received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of manual tendering, bids received by GREEN GAS after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 23.3 Unsolicited Bids or Bids received to address other than one 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.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 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 is received by GREEN GAS prior to the deadline for submission of bid.

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

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

- 24.1.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.



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24.1.5 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, GREEN GAS 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.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 PRICED BID OPENING:

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating



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to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding 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.

- 29.3 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.

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

- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 CORRECTION OF ERRORS



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30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and unit rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the unit rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (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

30.2 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, and the bid security shall be forfeited.

31 CONVERSIONS TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

33 Void

34 Void

[F] – AWARD OF CONTRACT

35 AWARD

~~As per Criteria laid down Under Section II BIDDER'S QUALIFICATION CRITERIA [BQC], METHODOLOGY FOR EVALUATION AND COMPARISON OF BIDS & INSTRUCTIONS TO BIDDERS [ITB]~~

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', GREEN GAS will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract

36.2 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-37".



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Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GREEN GAS will promptly discharge his 'Earnest Money/ Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

- 37.1 GREEN GAS will award the Contract to the successful Bidder, who, within **'seven [07] days'** of receipt of the same, shall sign and return the acknowledged copy to GREEN GAS.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GREEN GAS, the successful bidder shall furnish the contract performance security/Guarantee in accordance with of General Conditions of the Contract. The Contract Performance Security/Guarantee 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.
- 38.2 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 Contract Performance Security, Contract/order value shall be exclusive of taxes and duties. Bank Guarantee towards performance security/ security deposit 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. While initially the SD amount shall be equal to amount specified in **Bidding Data Sheet (BDS)**, once the work is executed, the total Security Deposit will be on the value of the work actually executed and not on the value of the work order. All compensations or other sums recoverable from the contractor may be deducted from the security deposit and in the event the security deposit is reduced by aforesaid reasons, the contractor shall be responsible to make good the shortfall.
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/ Security deposit has to cover the entire contract value including extra works/ services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract



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price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

- 38.5 For the tenders pertaining to works and services excluding goods, Consultancy jobs, Audit / Legal, Hiring / Leasing of Equipment / Space etc. if the bidder who has quoted abnormally low rates shall be asked to provide order copies of their clients for similar services to validate their quote. The bidder who has given sufficient and adequate evidence / justification for the same may be considered for award / evaluation.
- 38.6 ***"In case SD is not received within 30 days from PO/LoA. Beyond 30 days, INR 5,000/- per week subject to max. of 110% of SD value is to be submitted. Out of this submitted the additional value subject to max. of 10% of BG value (as applicable) is nonrefundable and will be forfeited on account of delay".***
- 38.7 No interest shall be payable by the GGL on the security deposit.
- 38.8 If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to GGL, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period.
- 38.9 The successful contractor shall furnish CPBG within 30 days from the date of award of LOA, an unconditional contract cum equipment performance Bank Guarantee from a Indian nationalized / scheduled commercial bank or any international bank of repute having a branch in India for due Performance of the contract for a sum equivalent to **10% of the Total Contract price excluding taxes.**

OR

Initial security deposit (ISD) @ **2.5 % of Total Order / Contract value** within 30 days of LOA and deduction @ 7.5 % of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches **10% of Total Order / Contract value:**

By Demand draft/Pay Order drawn on a Banking Branch of a Nationalized / Scheduled Bank payable at the location as specified. (Cheques shall not be accepted).

If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to GGL, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period



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The vendor also can deposit the full SD amount by DD or Bankers cheque or Bank Guarantee (if the amount of SD is higher than Rs. 1lac) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.

- 38.10 Bidder shall ensure transmission of SFMS Copy of Performance Bank Guarantee to our Banker as per bank details provided hereunder.”

Bank Name	Branch Address	Account Number	Address	IFSC Code
AXIS BANK Lucknow	Hewett Road, Lucknow	407010200002028	Hewett Road, Lucknow	UTIB0000407

- 38.11 Vendor/ Contractor/ Bidder to ensure that issuance of Bank Guarantee shall be confirmed by the issuing Bank directly to the owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.
- 38.12 BG shall only be obtained from Banks and Branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.
- 38.13 Vendor/ Contractor/ Bidder to take a printout of SFMS confirmation message from the BG issuing bank branch and attach copy of same along with the hardcopy of BG while submitting the same to GGL.
- 38.14 The same process must be followed for any verification of BG amendment as well. Henceforth, no BG will be accepted unless SFMS delivery report enclosed, as mentioned above accompanies it.

39 HOLIDAY LISTING GUIDELINES OF GREEN GAS LIMITED INCLUDING PROCEDURES FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Holiday Listing Guidelines of Green Gas Limited including Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I of ITB.

39.2 Definitions

- 39.2.1 **“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.

- 39.2.2 **“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



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during execution of contract/ order.

39.2.3 **“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.

39.2.4 **“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.

39.2.5 **“Investigating Agency”** shall mean any department or unit of G G L investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

39.2.6 **“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.

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

Notwithstanding anything contained contrary in GCC and other ‘CONTRACT DOCUMENTS’, in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in GREEN GAS’s “Holiday Listing Guidelines Of Green Gas Limited Including 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 Green Gas Limited, 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 Green Gas Limited, such decision of Green Gas limited 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.



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40 VOID

41 AHR ITEMS

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

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

42 VOID

43 INCOME TAX & CORPORATE TAX

43.1 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.

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

43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

43.4 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.2.0 Lakh per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs.2.0 Lakh. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit 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.

44. E- Invoicing and Tax Collected at Source (TCS) is implemented w. e. f. 01" October 2020 as per GST & Income tax Law.

1. Provision w.r.t. E-Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following



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this process, such invoice can not be processed for payment by GGL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & Supplier of Goods / Services should timely file rules against such e-invoices with requisite details.

If input tax credit is not available to GGL for any reason attributable to supplier / service provider / contractor consultant (both for E-invoicing cases and non-E-invoicing cases), then GGL 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, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider contractor consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider Consultant as per format enclosed at Annexure-III along with documents for release of payment.

2. Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from GGL.

GGL will avail TCS credit (as applicable) and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to GGL.

45 VOID

46 BILLING SYSTEM

ORIGINAL Bills/ Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on "top left corner of the envelope" with "address" as under:

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date Invoice Value: Rs.

Indenting Dept. Job/Supply of

(b) Address:

To,



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In case of LOA/Contract	In case of PO
EIC (Indenting/User department) Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010	HOD (C&P) Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010

47 TRANSPARENCY

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which GREEN GAS shall respond quickly.

48 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

A new clause no. 62 in the GCC for Works has been appended hereunder:

"The Contractor shall obtain necessary certificate with regard to **verification of character and antecedents** in respect of personnel deployed /proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into GREEN GAS's Premises".

49 SALE OF BID DOCUMENTS

Tender document will be sold on receipt of application along with requisite tender fee. No tender document will, however, be sold/ issued to the bidders who are on 'Holiday' by GREEN GAS or GAIL or IOCL or CGD Company or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening/ evaluation/ award and will be returned immediately to such bidder. The above is without prejudice to the other rights of GREEN GAS.

50 QUANTITY VARIATION

- 50.1 The Purchaser reserves the right to vary the quantity of each item up to **+/- 25%** for each item, at the time of award without any change in quoted unit price or other terms & conditions.
- 50.2 The purchaser reserves the right to delete the requirement of any one or more items of MR/ SOR/ BOQ without assigning any reason.

51 SUBLETTING & ASSIGNMENT

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

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Contractor along with each invoice/ bill. In addition to above, clause no. 56 of GCC is also to be referred.



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52 GUIDELINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

"PRS is the reduction in the consideration / contract value for the goods / services / works covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes. In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGL will release the payment to supplier/ contractor/ service provider 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 GGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GGL 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 GGL in future to the Supplier/Contractor under this contract or under any other contract.

53 PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND ORDER WITH INDIA

1 Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3 **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4 **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or



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- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5 "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation —

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6 "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7 SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form F-19**.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per



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“Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices” of tender document

8 The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

54 PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form F-20**

.....



HOLIDAY LISTING GUIDELINES OF GREEN GAS LIMITED INCLUDING ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

1. Definitions

1.1 Black listing/ Holiday listing/ Debarment/Banning/ Removing from approved panel

The meaning of “Black listing”, “Holiday listing”, Debarment”, “Banning” and “Removing from approved panel” is legally one and the same. Hence, hereafter onwards the subject matter shall be referred as “Holiday listing” only.

1.2 Approving Authority for the recommendations of the duly constituted committee for Holiday Listing shall be Director-Commercial (DC) of GGL.

1.3 Appellate Authority shall be Managing Director (MD) of GGL.

1.4 Party herein shall mean Bidder/Licenser/Tenderer/Consultant/Vendor/Contractor/Sub-vendor/Sub-contractor/Sub-consultant and include a Proprietorship Firm, a Partnership Firm, Public Limited Company, Private Limited Company, Limited Liability Company, a Joint Venture, a Consortium, HUF, a Firm whether registered or not, an Individual, Cooperative Society or an association or a group of persons engaged in any Commerce, Trade, Industry etc.

2. Reasons for putting a Party on Holiday List

2.1 The purpose of putting a Party on holiday list is to protect GGL from dealing with an undesirable party. Reason for putting Party on holiday list may include any one or more of the following:

If a Party

- a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging / price rigging, injury to reputation or any property of GGL, acting dishonestly causing wrongful financial loss to GGL or wrongful gain to the party.
- b) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated.
- c) Has submitted fake, false, fabricated or forged documents/ certificates at any stage of tender finalisation starting from bid submission to award of the contract.
- d) Has substituted materials in lieu of materials supplied by GGL or has not returned or has short returned or has un-authorisedly disposed off materials/ documents / drawings/ tools or plants or equipment supplied by GGL.
- e) Has obtained official company information or copies of documents, in relation to the tender/ contract overtly or covertly i.e. by questionable methods/ means.



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- f) Has violated and circumvented the provisions of laws including labour laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g) Has indulged in construction and erection of defective works or supply of defective materials.
- h) Has not cleared GGL's dues, if any.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has not accepted Notice of Acceptance (FOA) / Letter of Acceptance (LOA) / Purchase Order / Work Order after the same is issued by GGL within the validity period of the Bid and / or as per agreed terms and conditions.
- k) After opening of the Bid, the techno-commercially qualified and acceptable bidder withdraws/ revises his bid upwards within the validity period of the Bid.
- l) Has parted with, leaked or provided confidential/ proprietary information of GGL given to any third party without prior consent of GGL.
- m) If the security consideration, including questions of loyalty of the party to the State, so warrants.
- n) If the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under normal process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o) if the party uses intimidation/ threatening or brings undue outside pressure on GGL or its official in acceptance/performances of the job under the contract.
- p) Poor/Unsatisfactory performance of the party in one or several contracts.
- q) Transgression of Integrity Pact for which in the opinion of GGL makes it undesirable to deal with the party.
- r) Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s) If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation, and If a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t) Any other ground which in the opinion of GGL makes it undesirable to deal with the party.



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NOTE: The grounds / reasons for Holiday Listing indicated above are merely illustrative and may extend to the prudence of GGL's Management.

2.2 Communication by Administrative Ministry and Promoters of GGL

- a) If a communication is received from the Administrative Ministry of GGL which is MoPNG (Ministry of Petroleum and Natural Gas) or any of the Promoter Company i.e. IOC Limited or GAIL India Limited to ban a party from dealing with GGL, the party shall automatically be put on Holiday List.
- b) Holiday Listing by other PSUs / Government Departments shall not automatically extend to GGL unless the Administrative Ministry of GGL or its' Promoter companies advises the same.
- c) Where a Ministry seeks to debar a vendor across Ministries / Departments, they will write to Department of Expenditure (DoE) who, in turn, will take action after due diligence at their end. In case DoE takes a decision to debar a vendor across Ministries / Departments, DoE will maintain list of such debarred firms, and display on the Central Public Procurement Portal (CPPP). This list needs to be followed by all and can be accessed from the CPP Portal (<https://eprocure.gov.in/eprocure/app>).

3. Show Cause Notice:

- 3.1 Before placing the party on Holiday List, a fair opportunity of hearing the party shall be given by means of a Show Cause Notice. This Show Cause Notice should be issued to the Party before placing the party on Holiday List except for cases under clause 2.2 above.
- 3.2 A proforma of the Show Cause Notice is Annexed here-with (Annexure-A). A reasonable time of 15 days for a reply to the Show Cause Notice shall be given to the Party. This time may further be extended at the request of the Party, if so warranted, for a period not exceeding 7 days.
- 3.3 The Show Cause Notice shall be issued to the Party and a copy may be endorsed to its' CEO (Chairman/President/Managing Director/Proprietor/ Managing Partner etc.).
- 3.4 The decision to place the Party on Holiday List shall be taken considering the reply, if any submitted by the Party against the Show Cause Notice served to the Party and by passing a reasoned Speaking Order in respect of all the allegations contained in the Show Cause Notice.

4. Effect of putting a Party on Holiday List

- 4.1 No enquiry/ bid / tender shall be issued to a party as long as the party's name appears on the current holiday list (i.e. within the holiday period).
- 4.2 If a party is put on holiday list during tendering (of works/ purchase):
 - a) If a party is put on holiday after issue of the enquiry/ bid/tender but before opening of Technical bids, the bid security (EMD) submitted by the party shall be returned to the



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party.

- b) If a party is put on holiday after opening of Technical bids but before opening of the Price bids, the price bid of the party shall not be opened and the bid security (EMD) submitted by the party shall be returned to the party.
- c) In case a party is put on holiday after opening of price bids, the bid security (EMD) submitted by the party shall be returned, the offer of the party shall be ignored and will not be further evaluated. The party will not be considered for issue of order even if the party is the lowest (L1). In such situation next lowest shall be considered as L1.

4.3 If a party is put on Holiday List and is performing/executing any other job(s), the party should be allowed to complete such works which have already been awarded. In case of ongoing Rate Contracts on Single Party, party is allowed to execute the orders placed against these Rate Contracts till finalization of the new Rate Contract. If the Rate Contract for certain goods/services are placed on multiple vendors after matching of lowest rates, the party on Holiday List shall not be given further order to execute and orders under the Rate Contracts and such orders shall be executed by other parties.

4.4 The Holiday listing shall be party specific and when the party is put on holiday, all the offices of the party shall be on holiday for all locations of GGL & for all Services/ locations of the party.

4.5 The Managing Director in consultation with Director (Commercial) may however, if he considers this to be in the interest of the GGL, may remove the bar in respect of any specific service/ location of the party.

4.6 If the party placed on holiday, is proprietary concern, all the concerns of the same proprietor shall also be considered to be on holiday and if that proprietor is the Partner of any firm, such firm shall also be considered to be on holiday.

4.7 In case where a joint venture (formed specifically for the bidding process) / consortium is debarred, all partners of the joint venture / consortium shall stand debarred for the period specified in the debarment order. Communication for Holiday Listing shall be sent to all the Partners.

4.8 Every bidder at the time of submission of bid shall give a declaration in the proforma of the Declaration attached as Annexure-B. In case the declaration of a party indicates that either the Company or Proprietorship concern of the same Proprietor or a Partnership firm in which the Proprietor is also a Managing partner has been placed on Holiday either by GGL, IOCL, GAIL or its Administrative Ministry, the party shall be considered to be on holiday and further actions as per 4.2-b) above taken.

4.9 Removal of Party from Approved / Registered List of vendors, if any.

5. Delisting (from Holiday List) Procedure after expiry of the Holiday Period

5.1 Delisting (from Holiday list) after expiry of the holiday period should be automatic and will not need further approval, unless any information towards extension of holiday period is



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received. The party may be considered for issue of enquiry/bid after specified holiday period is over.

5.2 However, where Approved/ Registered list of vendors are there, the party may, after expiry of holiday period, approach relevant Tender/Enquiry Issuing Authority (C&P) for getting itself re-listed.

6. Appeal and Review of Holiday Period (De-listing from Holiday List within the Holiday Period)

6.1 Appeal:

The holiday listed party may file an appeal along-with a non-refundable fee of Rs. 10,000/- before the Appellate Authority (MD of GGL) against the Speaking Order for Holiday Listing of the Party. Non-refundable Fee shall be paid by way of Demand Draft of requisite value in favour of Green Gas Limited and payable at Lucknow. Such an appeal shall be preferred within one months (30 days) from the date of Holiday Listing.

Appeal Process (concluding the case) may be completed within 60 days of filing of Appeal with Appellate Authority.

6.2 Review:

Suo-moto review of Holiday Period (De-listing from Holiday List within the Holiday Period) may be done in exceptional cases and in the interest of GGL only with the approval of Appellate Authority.

7. Intimation of holiday listing/ delisting to the Party

7.1 The party shall be informed by the indenting dept. about their inclusion in holiday list. A draft of the communication to be sent to the party is enclosed as **Annexure-C**.

7.2 Delisting from holiday list after expiry of the specified holiday period need not be communicated to the party.

7.3 If holiday period is changed after appeal/review, the party shall be informed accordingly.

7.4 In Holiday Listing cases, where the proprietor of the firm, its employee, partner or representative is convicted by a Court of law for offences involving moral turpitude in relation to business dealings, may be revoked if, in respect of the same facts, accused has been wholly exonerated by court of law.

8. Holiday Listing of PSU Company

8.1 Whether the party is Private or a PSU (CPSU/SPSU) Company, guidelines for Holiday Listing and De-listing shall remain the same.

9. Holiday Listing in Disposal Tenders

9.1 The above guidelines shall also apply to parties for disposal tenders. In such cases, “the Lowest Bidder (L1) shall mean “the Highest Bidder (H1).

10. Declaration of Holiday Listing

10.1 Every bidder shall, at the time of submission of bid, give a declaration in the proforma for



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the declaration annexed here-with (Annexure-B).

11. Holiday Listing in case of procurement through GeM

- 11.1 In case of procurements through GeM (Government e-Market Place), Incident Management (IM) Policy of GeM shall be applicable. Terminologies used in GeM shall be as defined in the relevant policy. Buyer (C&P) to ensure that vendor suspended due to GGL's incident raising is blocked in the system (SAP or any other used for Material Management) for the period for which they have been put on Suspension List of GeM and the same is also updated on GGL's e-tender portal (if provision available) as is done for the other Holiday Listed vendors.

12. Holiday Listing Period (Indicative)

- 12.1 The Committee constituted shall deliberate on duration for which the party is to be put on holiday. Ordinarily, the period for which a party is placed on holiday should not exceed 3 years. However, in extra-ordinary circumstances, the period may be more than 3 years & specific reasons for the same shall be recorded.

13. Provision in the tender

- 13.1 A suitable clause (modified version of the clause if such clause already exists in the tender document) for the above Holiday Listing procedure shall be included in the tender document (Instructions to Bidders "ITB").



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ANNEXURE - A

(PROFORMA OF SHOW CAUSE NOTICE)
BY REGD. POST / SPEED POST / COURIER/ E-MAIL

No:

Date :

To

M/s. _____

Attn : Shri _____

Subject: Show Cause Notice

Ref : (LOA No., Name of Job and all the correspondences made in this regard)

Dear Sir/Madam,

You are hereby required to show cause in writing within 15 days from the date hereof why you be not placed on the “ Holiday List” and be debarred from entering into any contracts with Green Gas Limited (GGL)/ be not de-listed from the list of approved Vendors/ Contractors of GGL, for the following reasons:

(Give Detailed Reasons)

Your reply (if any) should be supported by all documents and documentary evidence which you wish to rely in support of your reply.

Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say, and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

You are also requested to provide the details of Firm(s)/Agency(ies)/Company (ies) where you are a Proprietor/Partner or Director.

Yours faithfully,

For & On behalf of Green Gas Limited

Signature

(Name)

(Designation)

(Seal)



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ANNEXURE – B

(PROFORMA OF DECLARATION OF BLACK LISTING /HOLIDAY LISTING)

In the case of Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s_____ which is submitting the accompanying Bid/ Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Partner, are presently on any Black List or Holiday List declared by GGL, IOCL, GAIL or MoPNG nor any inquiry is pending by GGL,IOCL, GAIL or MoPNG in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and/or inquiry and in absence thereof state “NIL”).

In the case of a Partnership Firm:

We hereby declare that neither we, M/s_____, which is submitting the accompanying Bid / Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently , are placed on any blacklist or holiday list declared by GGL, IOCL, GAIL or MoPNG nor any inquiry is pending by GGL, IOCL, GAIL or MoPNG in respect of corrupt or fraudulence practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state “NIL”)

In the case of Company:

We hereby declare that we are presently neither placed on any holiday list or blacklist list declared by GGL, IOCL,GAIL or MoPNG, nor any inquiry is pending by GGL, IOCL, GAIL or MoPNG in respect of corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of blacklisting or holiday listing and / or inquiry and in the absence thereof state “NIL”)

In the case of Consortium:

We hereby declare that none of the members of the consortium are presently placed neither on any holiday list or blacklist list declared by GGL, IOCL,GAIL or MoPNG, nor any inquiry is pending by GGL, IOCL, GAIL or MoPNG in respect of corrupt or fraudulent practice(s), except as indicated below:



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(Here give particulars of blacklisting or holiday listing and / or inquiry and in the absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular, Green Gas Limited (GGL) shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to GGL.

Place : Signature of Bidder _____

Date : Name of Signatory _____



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ANNEXURE - C

(PROFORMA OF INTIMATION OF PLACEMENT OF A PARTY ON HOLIDAY LIST)

No :
To
Ms. _____

Date :

Attn : Shri _____

Subject : Holiday Listing/ De-listing of Vendors/ Contractors – Intimation of Placement on Holiday List.

Dear Sir / Madam,

In spite of the opportunity given to you, you have failed to show cause as required * /your reply to the Show Cause Notice * (and the documents and documentary evidence submitted in support of your reply) has/ have been duly considered.

(Speaking order: either to agree or rebut the reply furnished by party, allegation wise)

After considering the allegations made in the Show Cause Notice and your reply to the Show Cause Notice * (and documents and documentary evidence furnished in support thereof), it has been decided that you be placed on Holiday List and debarred from entering into any contracts with Green Gas Limited (GGL) for a period ofmonths/ years * effective from the date hereof and be removed from the list of approved vendors/ contractors.

This Holiday order shall automatically stand revoked on 20.01.2028.

Yours faithfully,

Signature
(Name)
(Designation)
(Seal)

* Strike out if not applicable (the entire running underlined text)



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

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for E-Bids/ Tender no is : GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025				
1.1	The Employer/Owner is: Green Gas Limited, Lucknow				
2.1	The name of the Supply/Works/Services to be performed is: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 "				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">APPLICABLE</td> <td style="text-align: center; padding: 5px;"> No </td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"> Yes </td> </tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: CM (C&P) Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010 Email – s.shekhar@gglonline.net				
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): 				



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12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be Four (04) months from final 'Bid Due Date'.				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
16	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
16.1	For <u>bid submission purposes</u> only, the Owner's address is : Attention: CM (C&P) Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010 Email – s.shekhar@gglonline.net				
16.2	The bid opening shall take place at: Street Address: Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II of the Bid Document.				
33	Compensation for Extended Stay: <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">APPLICABLE</td> <td style="text-align: center; padding: 5px;">NO</td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;">YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
F. AWARD OF CONTRACT					



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ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: State: Uttar Pradesh State								
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%; text-align: center;">No</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">Yes</td></tr> </table> Applicable: CPBG shall be 10% of the Annual Contract Value. OR Initial security deposit (ISD) @ 2.5 % of Annual Order / Contract value within 30 days of LOA and deduction @ 7.5 % of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annual Order / Contract value "In case SD is not received within 30 days from PO/LoA. Beyond 30 days, INR 5,000/- per week subject to max. of 110% of SD value is to be submitted. Out of this submitted the additional value subject to max. of 10% of BG value (as applicable) is nonrefundable and will be forfeited on account of delay".	APPLICABLE	No	NOT APPLICABLE	Yes				
APPLICABLE	No								
NOT APPLICABLE	Yes								
40	Public Procurement Policy for MSEs : <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%; text-align: center;">NO</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">YES</td></tr> </table> Whether tendered item is non-split able or not-divisible: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">YES</td><td style="width: 50%; text-align: center;">Yes</td></tr> <tr> <td>NO</td><td style="text-align: center;">No</td></tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES	YES	Yes	NO	No
APPLICABLE	NO								
NOT APPLICABLE	YES								
YES	Yes								
NO	No								
41	Provision of AHR Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%; text-align: center;">YES</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">NO</td></tr> </table>	APPLICABLE	YES	NOT APPLICABLE	NO				
APPLICABLE	YES								
NOT APPLICABLE	NO								



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42	Bonus for Early Completion:			
	<table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE
APPLICABLE	☐ NO			
NOT APPLICABLE	☒ YES			



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UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E INVOICE AS PER GST LAWS)

(to be submitted on letter head along with documents for release of payment)

To,
Ms Green Gas Limited

SUB:
LOA/PO NO:

Dear Sir,
We _____ (Name of the Supplier/Contractor/Service Provider Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
- (ii) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can not be processed for payment by GGL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GGL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then GGL 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, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider Consultant under this contract or under any other contract

Place: {Signature of Authorized Signatory of Bidder}
Date: Name:
Designation:
Bidder Name:
Seal:



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SECTION-III

**A. GENERAL CONDITIONS
OF CONTRACT [GCC] - [WORKS]**



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GENERAL CONDITIONS OF CONTRACT

Sl.No.	Description
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67.0	Building and other construction workers (BOCW), act 1996
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69.0	Annexures

ANNEXURES TO GCC

- 1) Annexure – 1: Format for CPBG
- 2) Annexure – 2: Format for E banking Mandate
- 3) Annexure – 3: Format for Indemnification to GGL
- 4) Annexure – 4: Format for Contract Agreement
- 5) Annexure – 5: Void
- 6) Annexure – 6: Format for No Claim Certificate
- 7) Annexure – 7: Format for submission of Indemnity Bond for supply of material (Free Issue Item) by Employer (Not Applicable)



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General Conditions of Contract – WORKS / SERVICES

1.0 DEFINITIONS

- 1.1** All the initial capitalized terms used in the Agreement shall have the meaning as ascribed to such term hereunder:
- (a) **‘Agreement’ or ‘Contract’** means the agreement entered into between the Owner / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
 - (b) **‘Completion Schedule’ or ‘Delivery Schedule’** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
 - (c) **‘Consultant’** means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement and named in SCC.
 - (d) **‘Contract Documents’** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
 - (e) **‘Contract Price’** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
 - (f) **‘Day’, ‘Month’ or ‘Year’** means calendar day, calendar month or calendar year.
 - (g) **‘Engineer In-charge’** means an authorized representative of the Owner/ Owner, if any, to which the Owner / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The EIC is fully empowered to represent the Owner / Owner. For avoidance of doubt, Consultant may be an EIC. In case the Agreement does not specify the intervention by the EIC, the rights and obligations are exercised and borne by the Owner / Owner, mutatis mutandis.
 - (h) **‘Effective Date’** means a date on which Supplier’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
 - (i) **‘Goods’** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Owner / Owner under the Agreement.
 - (j) **‘GCC’** means the General Conditions of the Contract contained in this section.
 - (k) **‘Inspector’** means any person or outside Agency nominated by Owner / Owner to inspect equipment, stage wise as well as final, before dispatch, at Supplier’s works and/or on receipt at Site as per terms of the Agreement.
 - (l) **‘Notification of Award’** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.



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- (m) **‘Purchaser’ /or ‘Owner’** means the organization purchasing the Goods/services, as named in SCC.
- (n) **‘Services’ or ‘Ancillary Services’** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.
- (o) **‘Site’ or ‘Owner’s stores’** means the place or places named in tender document.
- (p) **‘SCC’** means the Special Conditions of the Contract (for execution) forming a part of the Contract Documents.
- (q) **‘Supplier’ or ‘Seller’ or ‘Contractor’** means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- (r) **‘Bid’ or ‘Tender’** shall have same meaning.

2.0 APPLICATION

- 2.1** GCC shall apply to the extent that they are not superseded by provisions of other parts of the Agreement.

3.0 INTERPRETATION OF CONTRACT DOCUMENTS

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

4.0 CONFIDENTIALITY

- 4.1** The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under



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the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.

- 4.2** Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 4.3** However, these obligations do not apply to documents for which it can be demonstrated that
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 4.4** Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the Owner in these matters.
- 4.5** Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.
- 5.0 CONTRACT PERFORMANCE BANK GUARANTEE**
- 5.1** Within 30 days of the award of work order, the successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) in the form as provided in the tender documents.
- 5.2** The successful contractor shall furnish CPBG within 30 days from the date of award of LOA, an unconditional contract cum equipment performance Bank Guarantee from a Indian nationalized / scheduled commercial bank or any international bank of repute having a branch in India for due Performance of the contract for a sum equivalent to **10% of the Total Contract price excluding taxes (there shall not be any upper ceiling for security deposit amount).**
- OR
- Initial security deposit (ISD) @ **2.5 % of Total Order / Contract value** within 30 days of LOA and deduction @ 7.5 % of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches **10% of Total Order / Contract value.**
- 5.3** No interest shall be payable by the GGL on the security deposit.



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- 5.4** All compensations or other sums recoverable from the contractor may be deducted from the security deposit and in the event the security deposit is reduced for the aforesaid reasons, the contractor shall be responsible to make good the shortfall.
- 5.5** The Security Deposit shall be made up of Initial Security Deposit and retention monies of a sum equal to 10 % (ten percent) of the gross value of each bill up to and until the recovery of full Security deposit is achieved.
- 5.6** If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to GGL, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period / Guarantee Period.
- 5.7** The vendor also can deposit the full SD amount by DD or Bankers cheque or Bank Guarantee (if the amount of SD is higher than Rs. 1lac) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.
- 5.8** The CPBG shall be released within 90 days after the expiry of defect liability period.
- 5.9** Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.
- 5.10** In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever the contractor shall have the validity of the CPBG suitably extended to cover the period of delay.
- 5.11** The proceeds of the CPBG shall be payable to the owner as compensation for any loss or damage resulting from the contractors failure to complete its obligations under the agreement.
- 5.12** The Contract Performance Guarantee shall be denominated in the currency of the Contract Agreement.
- 5.13** The Contract Performance Guarantee shall be submitted in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in India in the form provided in the bid documents.
- 5.14** Contractor shall submit a written request to the owner for release of CPBG on completion of performance obligations.
- 5.15** Please note the following:
 Claim period 30 days more than the validity of the CPBG
 Address of Bank (Issuing Branch as well as Lucknow Branch), Contact Person name (Issuing Branch as well as Lucknow Branch)



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Telephone Numbers of contact persons of bank (Issuing Branch as well as Lucknow Branch)

Email address of contact persons of bank (Issuing Branch as well as Lucknow Branch)

5.16 ***"In case SD is not received within 30 days from PO/LoA. Beyond 30 days, INR 5,000/- per week subject to max. of 110% of SD value is to be submitted. Out of this submitted the additional value subject to max. of 10% of BG value (as applicable) is nonrefundable and will be forfeited on account of delay"***

5.17 "Bidder shall ensure transmission of SFMS Copy of Performance Bank Guarantee to our Banker as per bank details provided hereunder."

Bank Name	Branch Address	Account Number	Address	IFSC Code
AXIS BANK Lucknow	Hewett Road, Lucknow	407010200002028	Hewett Road, Lucknow	UTIB0000407

5.18 Format for submission of CPBG is attached at Annexure – 1

6.0 INSPECTIONS AND TESTS

6.1 Please refer SCC

7.0 TRANSPORTATION

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

8.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

8.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.

8.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.

8.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. **Defect liability period shall be 03 (Three) months from the date of completion of the work as certified by the Engineer-in-Charge.**

8.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.

9.0 PRICES



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9.1 Prices charged by the contractor for supplies/works under the agreement shall be on firm prices basis and not vary from the prices quoted by the contractor in its bid, with the exception of any price adjustments authorized as per tender document.

10.0 PAYMENT

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

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

10.3 Format for submission of E-banking details is attached at Annexure – 2.

11.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

11.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.

11.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

a. TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b. WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and



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completed by the OWNER.

11.3 In such events of above sub-clauses:

- a. The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b. The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

11.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

11.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

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

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

12.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

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



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13.0 CONTRACTOR'S OFFICE AND STORE AT SITE

- 13.1** The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.
- 13.2** The contractor shall provide and maintain stores at site with sufficient covered area and lock and key arrangement for receiving, proper stocking and issue / return of all material under this scope of work as defined in the tender document. Further, the contractor shall maintain proper documentation of stocks and receipt and issue of material and update the same on daily basis by deploying dedicated resources as specified by the EIC. The space so provided shall be in addition to and distinctly separate from the free-issue material by the purchaser for proper identification and verification of both type of stocks at any time.

14.0 CONTRACTOR TO INDEMNIFY THE OWNER

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

- 14.4** Format for submission of indemnification to GGL is attached at annexure – 3.

15.0 SAFETY REGULATIONS

- 15.1** In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and



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statutory regulations and keep the Owner indemnified in respect thereof.

16.0 OTHER AGENCIES AT SITE

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

17.0 LIENS

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

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

18.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN DELAYS IN THE CONTRACTOR'S PERFORMANCE

18.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 0 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.



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19.0 TERMINATION FOR DEFAULT

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

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

20.0 TERMINATION FOR OWNER'S CONVENIENCE

20.1 The owner by written notice sent to the contractor may terminate the agreement in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the owners convenience, the extent to which performance of the contractor under the agreement is terminated, and the date upon which such termination becomes effective.

20.2 The Goods that are complete and ready for shipment / dispatch as on the date of contractor's receipt of notice of termination shall be accepted by the owner on the terms and prices of contract

21.0 PAYMENT IF THE CONTRACT IS TERMINATED

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

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

22.0 NO WAIVER OF RIGHTS

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

23.0 PLANNING



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

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

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

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

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

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

24.0 PROGRESS

24.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause "PLANNING" shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause "PLANNING".

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

24.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within three (03) Working Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.

24.4 The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their



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choice, without this right in any way diluting the Contractor's obligations.

25.0 WORK IN MONSOON AND DEWATERING

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

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

26.0 WORK ON SUNDAYS AND HOLIDAYS

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

27.0 PRICE REDUCTION SCHEDULE (PRS)

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herein or due to OWNER's defaults, the CONTRACTOR shall pay to the OWNER, by way of compensation for delay and not as penalty, a sum @ ½ % (Half Per Cent) of the order value of undelivered supply / uncompleted or delayed work per week of delay or part thereof subject to maximum of 5% (Five Per Cent) of the total contract value. The parties agree that this is a genuine pre estimate of the loss/damage which will be suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. The decision of OWNER in regard to the actual delay shall be final and binding on the CONTRACTOR. The order value referred here is excluding taxes. However, applicable GST rates shall be applied on PRS

27.2 All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

28.0 FORCE MAJEURE

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

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



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- Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- Explosions, fires, destruction of machinery, plant and installations of any nature
- Arbitrary action, if any of the Government of India or a relevant State;
- Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement provided such refusal is not the result of the doing of the parties.
- Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

28.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

28.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorized entity.

28.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

28.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

29.0 SETTLEMENT OF DISPUTES

29.1 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out an amicable resolution and settlement.

29.2 In the event, no amicable resolution or settlement is reached within a period of 30 days



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from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/ amendment thereof.

29.3 GREEN GAS LIMITED will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by GREEN GAS LIMITED, GREEN GAS LIMITED will have right to choose the Sole Arbitrator.

29.4 The arbitration proceedings shall be held in Lucknow and shall be conducted in the English language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

29.5 It is hereby clarified that the Courts at Lucknow alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

30.0 LIMITATION OF LIABILITY

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

31.0 GOVERNING LANGUAGE

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

31.2 Format for signing of contract agreement attached at annexure – 4.

32.0 APPLICABLE LAW

32.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India.

33.0 NOTICES



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

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

34.0 TAXES, DUTIES AND LEVIES

34.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

34.2 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

34.3 Imposition of any fresh statutory levy/ tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

35.0 STATUTORY VARIATION

35.1 Any statutory variation in GST within the contractual delivery period of lot/work shall be in Owner's account subject to the documentary evidence to be furnished by the supplier/contractor. Any benefit due to decrease in the taxes and duties shall be pass on to the owner. Any variation in taxes and duties after contractual delivery period shall be in Suppliers/contractors account.

36.0 INSURANCE

36.1 GENERAL

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



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

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

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

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

(a) EMPLOYEES STATE INSURANCE ACT:

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

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



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and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB- CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUBCONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

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

(b) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

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

The policy shall indicate:

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

(c) TRANSIT INSURANCE

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

(d) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)



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

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

The policy shall indicate:

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

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

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

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

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

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

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



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

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

38.0 DATE OF COMING INTO EFFECT

The date of coming into effect shall be the date of Notification of Award issued by the Owner.

39.0 EXECUTION OF WORK

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

40.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

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

41.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS



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

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

42.0 OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipment and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43.0 POSSESSION PRIOR TO COMPLETION

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

44.0 SUSPENSION OF WORKS

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



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

45.0 CARE OF WORKS

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

45.2 Defects prior to taking over:

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

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

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not with -standing date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 03 months from the date of completion of WORK.



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45.3 Defects after taking over:

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

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

46.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

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

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.



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47.0 DEFENCE OF SUITS

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

48.0 DEDUCTIONS FROM THE CONTRACT PRICE

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

49.0 COMPLETION CERTIFICATE

49.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose



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measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

49.3 Void.

49.4 Format for No Claim Certificate is attached at annexure – 6.

50.0 COMPLETION CERTIFICATE DOCUMENTS:

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

- i. The technical documents according to which the WORK was carried out.
- ii. Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE and 1 soft copy (Non-editable)
- iii. Certificates of tests performed for various WORKS.
- iv. Material Reconciliation Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

51.0 FINAL DECISION AND FINAL CERTIFICATE

51.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

52.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

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



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53.0 CONTRACTOR'S RESPONSIBILITY

- 53.1** The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.
- 53.2** Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.
- 53.3** Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.
- 53.4 Discipline:** The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.
- 53.5 Gate pass/ Identity Card/ Uniform:** The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

54.0 MODIFICATION IN CONTRACT

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

55.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES



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

56.0 SUB-LETTING OF CONTRACT

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

57.0 EMPLOYMENT LIABILITY OF CONTRACTOR

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

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

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

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

58.0 COMPLIANCE OF LAWS

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

58.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

58.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.



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- 58.4** The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 58.5** The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 58.6** The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel.
- 58.7** Personnel protective items like safety helmets, shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However fire fighting equipment shall be arranged by Owner.
- 58.8** The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner.
- 59.0 THE ENGINEER-IN-CHARGE**
- 59.1** Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 59.2** During the currency of this Contract, owner can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 59.3** Order the Contractor to remove or replace any workmen whom the owner considers



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incompetent or unsuitable and opinion of the Owner's representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Owner/ EIC.

60.0 REPATRIATION AND TERMINATION

60.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

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

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

61.0 INDEMNITY

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

62.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

62.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In- Charge additional properly qualified supervisory staff is considered necessary, they shall be



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employed by the Contractor without additional charge on accounts thereof.

- 62.2** If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 62.3** The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.
- 62.4** The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.
- 63.0 JURISDICTION**
- 63.1** The contract shall be governed by and constructed according to the laws in force in Lucknow.
- 64.0 OWNERSHIP**
- 64.1** Ownership of goods/ supplier by the domestic Seller will transfer to Owner on receipt of Goods at GGL store.
- 65.0 CHANGE IN CONSTITUTION**
- 65.1** Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where



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

66.0 SUBCONTRACTING

- 66.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub- assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.
- 66.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.
- 66.3 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.

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

- 67.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work'. Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building, streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc. (refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable.

68.0 EVALUATION OF PERFORMANCE

- 68.1 Performance of the contract awarded if any shall be evaluated on half yearly / yearly / completion of contract basis or early on need basis.
- 68.2 GGL follows a system of performance evaluation of suppliers/contractors to monitor and ensure timely completion of supplies/work and maintenance of quality standards. The



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basic objective is to recognize and develop reliable suppliers/contractors who consistently meet requirements of GGL with respect to timely receipt/completion of supplies/works and quality standards.

- 68.3 All the contractors associated with GGL for execution of works/services shall be evaluated based on the parameters defined in the Performance Rating Data Sheet. The basis of evaluation shall be as under:

Performance Parameter	Completion / delivery Performance	Quality Performance	Reliability Performance	Total
Maximum Marks	30	40	30	100
Marks Allocated				

Allocation of marks shall be as per instructions as under and same shall be calculated on weighted average method for the qty. and value of work completed.

COMPLETION / DELIVERY PERFORMANCE:

CAT	Completion Period	Delay in weeks	Marks
A.	Up to 3 months	On or before CDD	30
		Delay up to 2 weeks	25
		Delay up to 4 weeks	20
		Delay up to 6 weeks	15
		Delay up to 8 weeks	10
		Delay up to 10 weeks	5
		More than 10 weeks	0
B.	Above 3 months	On or before CDD	30
		Delay up to 4 weeks	25
		Delay up to 8 weeks	20
		Delay up to 10 weeks	15
		Delay up to 12 weeks	10
		Delay up to 14 weeks	5
		More than 14 weeks	0

QUALITY PERFORMANCE:

Quantity Accepted	Marks to be allocated on weighted average / pro-rata basis for acceptable work as compared to the total work awarded	40 Marks
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RELIABILITY PERFORMANCE:

Sl. No.	Drawings & Documents Status	Marks
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1	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	5
2	Mobilization of resources as per Contact and in time	5
3	Liquidation of Check-list points	5
4	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	5
5	Timely submission of estimates and other documents for Extra, Substituted & AHR items	5
6	Timely submission of final bill and closure documents	5
TOTAL		30

The evaluated rating may fall in any of the following categories depending upon the scoring points in various parameters.

Sr. No.	Range (Marks)	Rating
1	50 & below	POOR
2	51 – 70	FAIR
3	71 – 90	GOOD
4	More than 90	VERY GOOD

68.4 In case, a contractor is not able to achieve a minimum score of 50 points after taking into account all parameters for consecutive three orders for same category of work, contractor shall be put on “HOLIDAY” or delisted as per delisting (Holiday) guidelines.

Wherever vendor’s rating is Poor or Fair, communication must be sent to the vendor

69.0 Annexures:

- 1) Annexure – 1: Format for CPBG
- 2) Annexure – 2: Format for E Banking Mandate
- 3) Annexure – 3: Format for Indemnification to GGL
- 4) Annexure – 4: Format for Contract Agreement
- 5) Annexure – 5: **Void**
- 6) Annexure – 6: Format for No Claim Certificate
- 7) Annexure – 7: Format for submission of Indemnity Bond for supply of material (Free Issue Item)
by Employer



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Annexure – 1

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Green Gas Limited

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 M/s Green Gas Limited having registered office at Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010 (herein after called the "GGL" 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 GGL, 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

_____ have agreed to give such guarantee as hereinafter mentioned.

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 GGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGL in such manner as GGL 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.



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_____ 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 _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. 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 GGL 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 GGL. 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 GGL 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 GGL 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 GGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Lucknow.

8. 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.

9. 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



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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 Lucknow.
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 alongwith documentary evidence.



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Annexure – 2

E-Banking Mandate Form

(To be issued with Tender Documents on vendor’s letterhead)

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 Green Gas Limited (GGL) 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 GGL 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)



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E-Banking Mandate Form

(To be issued after award of LOA/PO on vendor's letter head)

Payment system to Vendors through Electronic Modes such as EFT, RTGS etc has been introduced by the GGL. For availing this facility, a consent letter from the Vendor as also the Bank Account details of the Vendor is required. Bidders are requested to submit their Consent Letter as per the format given below along with the enclosures as required: -

To,
M/s Green Gas Limited
(a JV of GAIL (I) Ltd. & Indian Oil Corporation Ltd.)
Green Gas Bhawan, Plot No. 7/25, Sector 7, Gomti Nagar Extension, Lucknow, 226010

Dated:

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode". The desired bank account details are given below:

Vendor Code allotted by GGL in SAP	
Name of Beneficiary (i.e. GGL Vendor)	
Name of the Beneficiary's Bank	
Address of the Beneficiary's Bank Branch	
Contact details of Branch with STD Code	
Beneficiary's Bank Account No. (as per cheque copy)	
Beneficiary's Account Type (SB/CC/CA)	
Beneficiary's Bank IFSC Code (11 Digit)	
Mobile No of Beneficiary (One Number only)	
E-Mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS / E-Mail Alerts from GGL with regard to my bill payments.

(Signature of Account Holder)
Seal of the Vendor

Encl.: Cancelled Cheque



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Annexure – 3

INDEMNIFICATION TO GGL

WHEREAS Green Gas Limited (hereinafter referred to as “GGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Green Gas Limited Plot No. 7/25, Sector-7 Gomti Nagar Extension Lucknow 226010 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.

GGL has also advised the Contractor to execute an Indemnity Bond in general in favour of

GGL indemnifying GGL 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 GGL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGL 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 GGL under or in relation to this contract. The Contractor undertakes to compensate and pay to GGL and/or any of its employees, Directors including

Independent Directors, forth with on demand without any protest the amount claimed by GGL 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 GGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GGL 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 GGL 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 GGL are settled by the Contractor and / or GGL 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]

Authorized Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

Annexure – 4



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PROFORMA FOR CONTRACT AGREEMENT

LOA No. Dated

Contract Agreement for the work of ----- of Green Gas Limited (GGL) 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 GGL 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.
- C. 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 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.

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



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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 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 behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTOR.

GREEN GAS LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

Annexure – 5



Green Gas Limited
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VOID



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

Annexure – 6

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of India, having is registered office at _____ and carrying out on business under the name and style M/s _____ were awarded the contract by M/s Green Gas Limited (GGL) in reference to PO/LOA No. _____ dated _____

After completion of the above-said job/work under the contract, we have scrutinized all our claims, contentions, disputed, issue with the GGL official and hereby confirm that after adjusting all payments received by us against our R.A. Bill/Invoices our balance entitlement under the contract is to a sum Rs. _____ only as per our Invoice/ Final bill dated _____ towards full and final settlement of all our claims, dues, issues, and contentious from GGL. PRS as applicable shall be adjusted by GGL.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, difference between M/s _____ and GGL under and with reference to above said contract stands fully and finally settled.

We further absolve GGL from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiation and is freely and fairly entered into between the parties. There is no economics duress or any other compulsion on us in entering into this settlement.

Signature with Seal of Contractor

Dated:



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[A Joint Venture of GAIL and IOCL]

Annexure – 7

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER (Not Applicable)

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

WHEREAS Green Gas Limited (hereinafter referred to as GGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Plot No. 7/25, Sector-7 Gomti Nagar Extension, Lucknow 226010 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and / or variations thereto.

AND WHEREAS

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

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



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 _____ Only).

AND THE CONTRACTOR hereby agrees with GGL that:

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

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



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SECTION-IV

SPECIAL CONDITION OF CONTRACT (SCC)



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

1. In case of contradictions in the tender document, the following shall prevail in order of precedence:

- I. Detailed Letter of Acceptance (LOA) along with enclosures
- II. Letter of Intent/Fax of Acceptance
- III. Schedule of Rates
- IV. Special Conditions of Contract
- V. Specification / Specific requirement
- VI. Drawings
- VII. General Conditions of Contract
- VIII. NACE, ASME, ANSI and other codes

2. CONTRACT DURATION:

2.1. The contract shall be valid till 31.10.2026.

3. SCOPE OF WORK/ SUPPLY

3.1. The detailed scope of work shall be as specified in SOW of Bid Document & tender/ addendum/ corrigendum document

4. PAYMENT TERMS:

4.1. Payment shall be done after submission of cost audit report for FY 2025-26.

5. CONTRACT PERFORMANCE BANK GUARANTEE: (Not Applicable)

6. COMPLIANCE TO INSURANCE POLICY PROVISIONS (IF APPLICABLE FOR THE TENDER):

- 6.1. The contractor is required to submit copy of EAR policy for a value of 1.5 times the value of free issue material before taking over from the company for erection, testing and commissioning and the same shall be valid till successful commissioning of the machine and field performance test (FPT).
- 6.2. Further, the contractor shall ensure valid workmen compensation policy for all the workmen, before deployment at site.
- 6.3. In the absence of above insurance policies, no material/equipment shall be issued to contractor and no contract manpower shall be deployed.
- 6.4. The requisite insurance shall be submitted by the contractor within 10 days from the date of placement of LOA. In case of delay beyond the above-said period, a penalty at the rate of Rs.5,000/- per each day of delay shall be imposed on the contractor.

7. Price Reduction Schedule (PRS):

- 7.1. Price Reduction will be applicable @ ½ % of the total order / contract value per week of delay or part thereof in supply / completion of work subject to a maximum (ceiling) of 5% of total order / contract value for orders of materials, works, and service contracts.
 The value referred in PRS Clause shall be excluding taxes and duties.



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SECTION-V

SCOPE OF WORK / SUPPLY / SERVICES [SOW]

&

TECHICAL SPECIFICATION



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

SCOPE OF WORK/ SUPPLY/ SERVICES:

The scope of work under this order includes all tasks and statutory requirement for cost audit for FY 2025-26 under companies act 2013.



SECTION-VI

**HEALTH, SAFETY
ENVIRONMENT [HSE] SPECIFICATIONS**



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2.0 Requirements of 'Health, Safety And Environment [HSE] Management System' To Be Complied By Bidders

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the GREEN GAS's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by GREEN GAS / external agency authorized by GREEN GAS, shall be complied by Contractor and its report to be submitted to GREEN GAS.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, GREEN GAS may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with GREEN GAS.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by GREEN GAS and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of GREEN GAS.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.



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- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by GREEN GAS.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



SECTION-VII

OTHER FORMS & FORMATS



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	AGREED TERMS & CONDITIONS
F-9	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-10	UNDERTAKING ON LETTERHEAD
F-11	BIDDER'S EXPERIENCE
F-12	CHECK LIST
F-13	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-14	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-15	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-16	BIDDER'S QUERIES FOR PRE BID MEETING
F-17	CONFIRMATION UNDER MSMED ACT 2006
F-18	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E INVOICE AS PER GST LAWS)
F-19	PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND ORDER WITH INDIA
F-20	CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING (ON LETTERHEAD)
F-21	UNDERTAKING FOR ACCEPTANCE OF TENDER TERMS & CONDITIONS
F-22	PROFORMA OF TENDER NOT TAMPERED



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F-1

BIDDER'S GENERAL INFORMATION

To,
Green Gas Limited,
 Plot No. 7/25, Sector-7 Gomti Nagar Extension,
 Lucknow-226010 (UP)

Sub: APPOINTMENT OF COST AUDITOR FOR FY 2025-26

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In 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.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ (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	Account Holder's Name	
15	Bank Name & Branch	



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16	Bank account number	
17	IFSC Code	
18	PAN No.	[Enclose copy of PAN Card]
19	GST Registration 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 GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

NB: Any documentary evidence in support of above to be digitally signed by bidder.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Green Gas Limited
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F-2

BID FORM

To,

Green Gas Limited,

Plot No. 7/25, Sector-7 Gomti Nagar Extension,
 Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 "

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of **"APPOINTMENT OF COST AUDITOR FOR FY 2025-26"** 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 of **"Four [04] Months"** 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 value as mentioned in SCC 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



Green Gas Limited
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F-3

LIST OF ENCLOSURES

To,

Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 "

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-14~~
3. ~~Document showing Financial Situation Information as sought in enclosed format F-14~~
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. Power of Attorney
9. Duly certified document from bidder.

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



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F-4

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
 M/s GREEN GAS LIMITED

SUB:
 TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.
 _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer),
 wish to participate in the said tender for

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be one (01)
 month beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be
 extended to such required period on receiving instructions from M/s
 _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
 _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE) _____
 (NAME) _____

(SIGNATURE) _____
 (NAME) _____

-Designation with Bank Stamp

(OFFICIAL ADDRESS) _____

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

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



Green Gas Limited
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- ~~1. The Bank Guarantee by Bidders will be given on non judicial stamp paper as per "Stamp Duty" applicable. The non judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non judicial stamp paper.~~
- ~~2. The expiry date should be arrived at in accordance with "ITB: Clause 15.1".~~
- ~~3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".~~
- ~~4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".~~
- ~~5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued.~~
- ~~6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.~~



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F-4A

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

To,

Green Gas Limited,

Plot No. 7/25, Sector 7 Gomti Nagar Extension,
Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26".**Irrevocable and confirmed Letter of Credit No. Amount: Rs.****Validity of this Irrevocable:** (in India)

Letter of Credit (1 months beyond validity of Offer)

Dear Sir,

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

- (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Green Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.

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

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

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

5. Please obtain reimbursement as under:

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

FOR

Authorized Signature

(Original Bank)

Counter Signature



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

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LETTER OF AUTHORITY

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

Ref:

Date:

To,

Green Gas Limited,

Plot No. 7/25, Sector-7 Gomti Nagar Extension,

Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 ".

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 GREEN GAS.



Green Gas Limited
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"NO DEVIATION" CONFIRMATION

To,
Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 ".

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



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

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DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP
(On Letterhead)

To,

Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

Sub: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 ".

Dear Sir,

We hereby confirm that we are not on "Holiday" by GREEN GAS or any CGD company or Public Sector Project Management Consultant (like EIL, Mecon only, due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by GREEN GAS or any CGD company / 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 GREEN GAS 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 GREEN GAS 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 GREEN GAS by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

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AGREED TERMS & CONDITIONS

To,
Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26".

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.	Please specify the Dispatch Point	
5.	Rate of applicable GST (CGST & SGST / UTGST or IGST)	CGST% Plus SGST/UGST% Total:% Or IGST%
5.1	Freight charges, quoted separately	
5.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
5.3	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act SGST Act as mentioned as clause no. 13.13 of ITB	
6. a	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 prices reduction due to delay.	
6.b	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6.c	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 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7.	Confirm compliance to Completion schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of	



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	Fax of Acceptance.	
8.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
9.	Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10.	Confirm your offer is valid for period specified in BDS from Final / Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD / Bid Security details: a) EMD /Bid Security No. & date b) Value c) Validity	
12.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports duly certified / attested by bidder for the last three financial years are furnished along with the Un-priced Bid. (F-14)	
14.	Confirm that, in case of contradiction between the confirmation provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmation given in the offer, the confirmations given in this format shall prevail.	
15.	Confirm that none of Directors of bidder is a relative of my Director of Owner or the bidder is a firm in which any Director of Owner / Green Gas or his relative is a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER / BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection. * It shall be sole responsibility of the bidder to inform Green Gas about the changes that may occur in the stated declaration during the closure of finalization of the tender.	
20.	Confirm that any correction in documents submitted in the priced part has been initialed and with digital signatures of the authorized person.	CONFIRMED
21.	Please confirm whether you are MSME and if so then you have submitted Documentary evidence that you are a Micro, Small and Medium Enterprises.	
22.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to Green Gas, but also for criminal proceedings under the relevant laws.	CONFIRMED
23.	Confirm that scanned copy of the EMD/Bid Bond has been submitted thru e-tender portal and the original BG/DD has been sent thru courier [Note: Submission of original is not applicable for online banking transaction].	CONFIRMED



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24.	Confirm that no Price disclosing files have been attached with unpriced/technical bid. *In case price disclosing files are attached in techno-commercial unpriced bid area, bid will be summarily rejected as per clause 19.0 of ITB.	CONFIRMED
25.	Confirm that bid documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with provisions detailed in bid document.	CONFIRMED
26.	Whether bidder is liable to raise E-Invoice as per GST Act If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard	CONFIRMED
27.	Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax. i. If yes, bidder as a seller will raise proper tax invoice on sale of goods to GGL showing TCS component. ii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt collection of consideration from GGL and issue of TCS certificate to GGL timely. iii. If GGL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then GGL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	CONFIRMED

Place:
Date:

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



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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 GREEN GAS issued the tender, by filling up the Format)

To,

Green Gas Limited,
 Plot No. 7/25, Sector-7 Gomti Nagar Extension,
 Lucknow-226010 (UP)

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 ".

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 :



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UNDERTAKING ON LETTERHEAD

To,

Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26".

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BIDDER'S EXPERIENCE

To,

~~Green Gas Limited,~~
~~Plot No. 7/25, Sector 7 Gomti Nagar Extension,~~
~~Lucknow-226010 (UP)~~

~~SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26"~~

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

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



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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 (v) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of 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 BQ criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by 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.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 14 are enclosed in the offer for financial assessment		



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S N	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	TENDER FEE	INR 5,100		
	DD	DD No. _____ dated _____ for Rs. in favour of GREEN GAS LIMITED payable at Lucknow		
2.	EMD	NIL/-		
A	DD	DD No. _____ dated _____ drawn on _____ (bank) For Rs. in favour of GREEN GAS LIMITED payable at Lucknow		
B	BG	BG VALIDITY BEYOND 1 ONE MONTH FROM BID VALIDITY PERIOD OF 120 DAYS.		
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly signed & stamped by bidder as MENTIONED IN CLAUSE NO.16 OF ITB		
2.	BID VALIDITY UPTO FOUR MONTHS FROM BID DUE DATE	ACCEPTED		
3.	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate _____ as stipulated in BQC	The Work Order/ LOA & completion/ execution certificate mentioning required details. For instance Work order/ LOA must clearly indicate Nature of work/ service, various components/items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion.		
4	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BQC			
4i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) preceding Financial Year(s), along with un-price bid.		
4ii.	NA			
4iii.	Balance Sheet/s & Profit & Loss Statements _____ as stipulated in BQC	Audited		
4iv.	Details of financial capability of bidder prescribed Format, F-14 as stipulated in BQC	Duly signed and stamped by a Chartered Accountant with Membership Number		
4v.	NA			
5.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document		
6.	SOR with Rates Quoted in each item rate column	Submitted Filled SOR & Duly signed along with bid document		
7.	FORM 1 TO 20	duly filled information as applicable, signed, stamped		



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	ATTACHED TO TENDER	& submitted all		
8.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	
9.	UNDERTAKING FOR ACCEPTANCE OF TENDER TERMS & CONDITIONS	To be submitted on Bidder's Letterhead		
10.	PROFORMA OF TENDER NOT TAMPERED	To be submitted on Bidder's Letterhead		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



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

(To be provided on Bank's letter head)

_____Date:

To,

Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

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 GREEN GAS's RFQ/Tender no. _____ dated _____ for "_____" and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

It is also confirmed that the 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—



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

~~SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26"~~

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 PRECEDING THREE FINANCIAL YEARS:~~

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

~~B. NET WORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:~~

Description	Year _____
	Amount (Currency)
1. Net Worth	

~~C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:~~

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

~~*Refer Instructions~~

~~Notes:~~

~~1.0 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]~~

~~2.0 We confirm that above figures are after referring notes at page 2 of 2 of F-14~~

~~3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them~~

Name of Audit Firm: _____ [Signature of Authorized Signatory]

Chartered Accountant/CPA _____ Name:

Date: _____ Designation:

Seal: Membership No.:

UDIN:

(Page 1 of 2)



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Instructions:

1. ~~The financial year would be the same as one normally followed by the bidder for its Annual Report.~~
2. ~~The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.~~
3. ~~For the purpose of this Tender document:~~
 - (i) ~~Annual Turnover~~ shall be "Sale Value/ Operating Income."
 - (ii) ~~Working Capital~~ shall be "Current Assets less Current liabilities."
 - (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
4. ~~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.~~

~~This certificate is to be submitted on the letter head of Chartered Accountant/CPA.~~



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

(NOT APPLICABLE FOR THIS CONTRACT)

CONSORTIUM/JV AGREEMENT

This Consortium/JV Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at (herein after called the "Member I"/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member - II' / 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member - III' / 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no for the work of

(Name of Project) of M/s (herein after called the 'Owner').

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium/JV entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium/JV bidder shall provide in its bid a Consortium/JV Agreement in an acceptable format in which the Members to the Consortium/JV are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium/JV Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements both the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium/JV hereby confirm that the name and style of the Consortium/JV shall be Consortium/JV.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium/JV (if selected by the Owner), we the Members to the Consortium/JV, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium/JV and the entire execution of the Contract.



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3. ~~In case of any breach of the said Contract by any of the Members of the CONSORTIUM/JV, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.~~
4. ~~Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.~~
5. ~~The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.~~
6. ~~Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX-I (Responsibility Matrix)** to this Consortium/JV Agreement.~~
7. ~~It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX-I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.~~
8. ~~This Consortium/JV Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Ahmedabad shall have exclusive jurisdiction in all matters arising thereunder.~~
9. ~~In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.~~
10. ~~It is further agreed that this CONSORTIUM/JV Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.~~
11. ~~In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.~~
12. ~~This agreement remains in force till the end of Defects Liability Period.~~

~~IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.~~

1. _____ For M/s. (..... Member-I
 Seal of _____
 M/s. _____ (Signature of authorised Representative)
 has been affixed in my/our presence
 pursuant to Board Resolution dated _____ Name:



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[A Joint Venture of GAIL and IOCL]

.....
Signature Designation:
Designation

2. For M/s. (..... Member II
Seal of
M/s. (Signature of authorised Representative)
has been affixed in my/our presence
pursuant to Board Resolution dated Name:
.....
Signature Designation:
Designation

3. For M/s. (..... Member III
Seal of
M/s. (Signature of authorised Representative)
has been affixed in my/our presence
pursuant to Board Resolution dated Name:
.....
Signature Designation:
Designation



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226010 (UP)

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26 "

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	GREEN GAS'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 : _____



CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 & Notification Ref. No.: S. O. 2119(E) dated: 26.06.2020 [MSMED ACT 2006]”

SUB: “APPOINTMENT OF COST AUDITOR FOR FY 2025-26 ”

1. You may be aware that “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) has come into force w.e.f. 2nd October 2006 & Notification Ref. No.: S. O. 2119(E) into force w.e.f. 1st July 2020, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.
2. As per the MSMED Act, Enterprises engaged in the manufacture/ production of goods or rendering/ providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/ equipment.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are given below:

Classification of enterprises engaged in: An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

- (i) **a micro enterprise**, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
 - (ii) **a small enterprise**, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
 - (iii) **a medium enterprise**, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.
6. You are therefore requested to fill the “Format” [Proforma attached] and submit the same along with proof of valid document/ certificate [indicating registration no.] in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 & Notification Ref. No.: S. O. 2119(E) into force w.e.f. 1st July 2020 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E INVOICE AS PER GST LAWS)

(On Letterhead on the Contractor)

To,
M/s Green Gas Limited

Tender No.:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider Consultant)
hereby confirm that E-Invoice provision as per the GST Law is

(iii) Applicable to us []

(iv) Not Applicable to us []

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can not be processed for payment by GGL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GGL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then GGL 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, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider Consultant under this contract or under any other contract

Place:

Date:

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Bidder Name:

Seal:



Green Gas Limited
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UNDERTAKING ON LETTERHEAD

To,

M/s Green Gas Limited
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow 226010

SUB: APPOINTMENT OF COST AUDITOR FOR FY 2025-26

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025

Ref: OM No 7/10/2021-PPD(1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance, Government of India
<https://doe.gov.in/procurement-policy-divisions>

Dear Sir

We, M/s(Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country, []
which shares a land border with India, has been registered
with the Competent Authority. (Evidence of valid registration
by the Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓ or x) above).

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered against the Subject Tender

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



Green Gas Limited
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CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING
(ON LETTERHEAD)

To,

M/s Green Gas Limited
Plot No. 7/25, Sector-7 Gomti Nagar Extension,
Lucknow-226001 (UP)

SUB: APPOINTMENT OF COST AUDITOR FOR FY 2025-26

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025

Ref: OM No 7/10/2021-PPD(1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance, Government of India
(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

Dear Sir We, M/s(Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country, []
which shares a land border with India, has been registered
with the Competent Authority. (Evidence of valid registration
by the Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓ or x) above).

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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

===== X =====



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

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UNDERTAKING FOR ACCEPTANCE OF TENDER TERMS & CONDITIONS

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)

NAME OF WORK: APPOINTMENT OF COST AUDITOR FOR FY 2025-26

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025.

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document (all pages)
2. Additional Document(s) (all pages if any pages)
3. BOQ Document (Price Bid Format)
4. Corrigendum (all pages if any pages)
5. Pre-Bid Meeting Minutes (all pages if any pages)

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date : __/__/____

Place :

Seal & Signature of Tenderer

NOTE: This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

===== X =====



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

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PROFORMA OF TENDER NOT TAMPERED

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)

Note: Copy to be uploaded along with tender

Subject: **APPOINTMENT OF COST AUDITOR FOR FY 2025-26**

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025.

I/We _____ (Name of Bidder), hereby declare that:

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://etenders.gov.in/eprocure/app> In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and EMD/SD may be forfeited and I am/We are liable to be banned from doing business with and/or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Tenderer's Signature & Seal Date:
Place:

Witness:

1) Name & Address: _____

2) Name & Address: _____

===== X =====



SECTION-VIII

ESTIMATES/ SCHEDULE OF RATES



Green Gas Limited
[A Joint Venture of GAIL and IOCL]

Estimate					
Sr. No.	Item Description	UOM	Quantity	Unit Rate (INR)	Total Rate (INR)
1	Professional Fee for Cost Audit of FY 2025-26 as per companies act 2013.	Each	1	40,000.00	40,000.00
Total Amount Excluding GST					40,000.00
GST @ 18%					7,200.00
Total Amount Including GST					47,200.00

Validate Print Help

Percentage BoQ

Tender Inviting Authority: AGM(C&P)/CO GGL

Name of Work : APPOINTMENT OF COST AUDITOR FOR FY 2025-26

Contract No: GreenGas/CO/CandP/016/2025-26

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE (Percentage BoQ)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Values as per instruction given below only)

Bidder to fill in Price bid, Following the instructions highlighted in Yellow Colour in Cell "G15", in following manner:
(1) Default option in cel X13 is "NO", which means that the bidders is registered in normal GST scheme and such bidder need not change option in Cell 'X13'.
(2) In case, bidder is registered in "composition" scheme, such bidder has to change option in cell X13 as "Yes". In that case no GST and compensation cess shall be payable to the bidder.
(3) If selection for composition scheme is "Yes" then bidder need not to fill any figure under GST rate (%) in Column No. 8 & Compensation Cess (%) in Column No. 10, and may keep these Columns blank.
(4) For selection for composition scheme is "No" then bidder has to compulsarily fill in GST (%) rate in Column No. 8 and Compensation Cess (%), if applicable, in Column No. 10. Values displayed by the system in Column Nos 9 & 11 shall be considered for evaluation.
(5) For quoting rates, select option from dropdown in Cell "E15" and fill in Quote (%) in Cell "F15".
(6) Only cyan coloured fields are to be filled by bidder and balance all cells are protected.
(7) If less than 1% to be filled in any Cell, it should have '0' (Zero) pre-fixed before decimal. If filled starting with Decimal (without pre-fixing Zero), Excell multiplies it by 100. Example: 0.34 will be taken as 0.34% while .34 will be taken as 34%.
(8) Total Amount under Column No. 16 shall be calculated considering the figures displayed in Column No. 9 & 11.

Note : By submitting their quote by this BoQ, It is considered that bidder shall undertake the following:
Any differential amount resulting due to quoted GST rate and/or compensation cess and actual applicable rates at the time of payment, shall be recovered from my/our pending dues.

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	GST Rate (%) envisaged by GGL	Default option in cel X13 is "NO", which means that the bidders is registered in normal GST scheme. In case, bidder is registered in "composition" scheme, bidder to change this option as "Yes"	GST rate (%) to be indicated by the Bidder	GST Rate (%) considered by system for evaluation	Compensation cess (%), if any, indicated by the Bidder	Compensation Cess (%) considered by system for evaluation	Total Tax (GST including Compensation Cess, if any) in Rs.	TOTAL AMOUNT (with taxes) in Rs. P	TOTAL AMOUNT (without taxes) in Rs. P	TOTAL AMOUNT (without taxes) In Words
1	2	3	4	5	6	7	8	9	10	11	12	16	17	18
1.01	Proffessional Fee for Cost Audit of FY 2025-26 as per companies act 2013.	1.00	Each	40,000.00	18.00%	No		18.00%		0.00%	7,200.00	47,200.00	40,000.00	INR Forty Thousand Only
Total in Figures												47,200.00	40,000.00	INR Forty Thousand Only
Quoted Rate in Figures			Select		Please fill name of bidding firm in Cell 'B8'			For quoting rates, select option from dropdown in Cell 'E15' and fill in Quote (%) in Cell 'F15'. Please do not clear/delete contents in cell 'E15'.				-	-	INR Zero Only
Quoted Rate in Words		Net Delivered Cost: INR Zero Only												



Green Gas Limited
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PART -I: "EMD/ BID SECURITY & POWER OF ATTORNEY IN ORIGINAL" OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

SUB: "APPOINTMENT OF COST AUDITOR FOR FY 2025-26"

TENDER NO: GreenGas/CO/CandP/016/2025-26 Date: 12.07.2025.

BID SUBMISSION DUE DATE & TIME : As Mentioned at E-tender Portal.

(<https://etenders.gov.in/eprocure/app>)

To,

CM C & P
Green Gas Limited,
Plot No. 7/25, Sector-7 Gomti
Nagar Extension,

Lucknow-226010 (UP)

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING " EMD/
BID SECURITY & POWER OF ATTORNEY"**