



Vadodara Gas Limited



## **VADODARA GAS LIMITED**

**Corporate Office: 1st Floor, Riddhi Tower, Manisha  
Circle, Old Padra Road - 390015 Vadodara, Gujarat  
CIN : U40106GJ2013PLC076828**

**TENDER NO:  
VGL/CO/C&P-PNG/BD202606S328**

### **TENDER DOCUMENT**

### **FOR**

**HIRING THE SERVICES FOR ABOVE GROUND GI  
INSTALLATION INCLUDING LAST MILE  
CONNECTIVITY AT CONSUMER END FOR NEW  
D-PNG CONNECTIONS IN EAST ZONE FOR  
PERIOD OF 01 YEAR**

<b>Tender Submission Due Date &amp; Time on n-procure</b>	<b>23/06/2026 up to 1400 Hrs.</b>
<b>Tender Opening Date &amp; Time on n-procure</b>	<b>23/06/2026 at 1500 Hrs.</b>
<b>Submission of Tender Fee, EMD &amp; Power of Attorney (Physical Copy)</b>	<b>29/06/2026 up to 1700 Hrs.</b>
<b>Tender Fee</b>	<b>₹ 7,500.00</b>
<b>Earnest Money Deposit [EMD]</b>	<b>₹ 19,95,297.00</b>



### **Important Instruction**

Please Note that this “Request for Quotation [RFQ]” is on “Zero-Deviation” basis. VGL 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 and Conditional Bids shall not be considered”

Prior to Detailed Evaluation, Pursuant to “Bid Evaluation and Rejection Criteria”, VGL 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’. VGL’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 ‘Vadodara Gas Limited; However, Issuance of Request for Such ‘Clarifications’ shall not be Resorted to More Than ‘Once’. The ‘Response(S)’ to the same shall be in Writing, and no Change in the ‘Price(S)’ or ‘Substance’ of the Bids shall be Sought, Offered or Permitted. The Substance of the Bid Includes but not Limited to Prices, Completion, Scope, Technical Specifications etc.

Bidders are Requested not to take any ‘Deviation/ Exception’ to the Terms and Conditions Laid Down in this “RFQ & Tender Document”, and Submit all Requisite Documents as Mentioned in this “RFQ & Tender Document”, Failing Which Your Offer will be Liable for Rejection.



**Bidder Must Have to Upload the Following Documents (all in Legible copy) on n-Procure in Preliminary Stage. If they Fail to Upload any of the following documents, Their Bid shall be Out Rightly Rejected. Further, No Techno – Commercial Query will be raised:**

- 1) Technical Documents (Like WO/LOA/PO along with Its Work Completion Certificate along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer) as stipulated in BEC and duly self-attested by authorized signatory.**
- 2) Commercial Documents (Supporting Documents i.e. F 16 (The format provided in Tender Documents), Audited Balance Sheets with P&L Statements of all last three preceding F.Y., etc.) along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Accountant) as stipulated in BEC and duly self-attested by authorized signatory.**
- 3) Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer). The scanned copy of tender fee i.e. Bank Drafts/ Banker Cheque/ Transaction details of bank transfer to be uploaded along with e-bid.**
- 1) EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney**
- 2) Forms & Formats duly filled, Signed & Stamped as specified in bid document and duly self-attested by authorized signatory.**
- 3) Tender Documents Including GCC with Signed & Stamped/ Digital Signature**
- 4) Other Documents Like MSME, PAN, GST, PF, ESIC, ISO, Technical Certifications, Technical Drawings, Data Sheets etc. and All Others Which shall be Required along with All Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer/ Chartered Accountant) as specified in bid document and duly self-attested by authorized signatory.**

**Note: Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form only.**



**Instruction to Bidders for Uploading and Submission of Techno – Commercial Bid Documents on n-Procure and in Physical form respectively**

The said tender has been uploaded on (n) Procure (<https://tender.nprocure.com>) for the above-mentioned works/ services.

**All the bidders are hereby instructed to upload & submit their techno-commercial bid as per the following:**

**1) Documents to be upload (all in Legible copy) on n-Procure in Preliminary Stage:**

- i) Entire Tender Documents including GCC and Replies to bidder's queries & Corrigendum (if any) with digital signature.
- ii) Forms & Formats duly filled, Signed & Stamped as specified in bid document and duly self-attested by authorized signatory.
- iii) Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer). The scanned copy of tender fee i.e. Bank Drafts/ Banker Cheque/ Transaction details of bank transfer to be uploaded along with e-bid.
- iv) EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney.
- v) Technical Documents (Like WO/LOA/PO along with Its Work Completion Certificate along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer) as stipulated in BEC and duly self-attested by authorized signatory.
- vi) Commercial Documents (Supporting Documents i.e. F 16 (The format provided in Tender Documents), Audited Balance Sheets with P&L Statements of all last three preceding F.Y., etc.) along with all Necessary Attestations/ Certifications (Like Notary Public & Chartered Accountant) as stipulated in BEC and duly self-attested by authorized signatory.
- vii) Other Documents Like MSME, PAN, GST, PF, ESIC, ISO, Technical Certifications, Technical Drawings, Data Sheets etc. and All Others Which shall be Required along with All Necessary Attestations/ Certifications (Like Notary Public & Chartered Engineer/ Chartered Accountant) as specified in bid document and duly self-attested by authorized signatory.

**2) Documents to be submitted in physical form/ hard copy:**

**Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form only.**

**NOTE:**

- 1) All the documents are to be upload in Legible Copy on n-procure in Preliminary Stage whose maximum allowable file size is 10 MB. However, there is no restriction on number of files uploaded.



- 2) All bids should be upload in Legible Copy on n-procure in Preliminary Stage and submitted hard copy Tender Fee, EMD & Power of Attorney at the designated office before the respective deadlines failing to which bid will be summarily rejected.
- 3) Price bid is only to be upload/ filled on n-Procure in the BOQ provided. No physical/ hard copy of the same is to be submitted.



**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**  
**TENDER NO: VGL/CO/C&P-PNG/BD202606S328**

**FAQ**  
**[Questions and Answers]**

Sl. No.	Questions	Answer
1	Where can the bidder see the Tender floated by VGL?	<p>Please visit VGL website <a href="http://www.vgl.co.in">www.vgl.co.in</a> for complete details of tender document including qualifying requirements, important dates, etc.</p> <p>Only Tender submitted by bidder on n-Procure (<a href="https://tender.nprocure.com">https://tender.nprocure.com</a>) will be accepted and submit Hard Copies of Tender Fee, EMD &amp; Power of Attorney in Physical form only will be taken into consideration.</p> <p>All document related to techno-commercial bid must be uploaded in Legible Copy on n-Procure in the preliminary stage and submit Hard Copies of Tender Fee, EMD &amp; Power of Attorney in Physical form only</p>
2	Whether Hard copy of Bids is to be submitted of the online uploaded documents?	Hard Copies of Tender Fee, EMD & Power of Attorney are to be submitted in Physical form must be submitted within the time frame allotted. Price Bid shall be considered only on n-Procure.
3	Whether EMD is prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Are there any guidelines/ instructions on how to prepare EMD and Security Deposit?	Yes, please refer to the ITB Section of Tender Document.
5	In case of e-tender, whether EMD in original are to be forwarded to concerned department of VGL after uploading a copy of same in e-tender portal by the bidder?	Yes, original Tender Fee & EMD, copy of which has been uploaded, are to be forwarded and must be received in VGL before the deadline as mentioned in the ITB, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of Tender Fee, EMD was earlier uploaded by the bidder.
6	<del>Is there any exemption in submission of EMD, Tender Fee and Security Deposit?</del>	<del>Yes, Refer Clause No. 40.0 of ITB</del>
		There is no exemption in submission of SD (Security Deposit)
7	Whether Late bid can be considered?	NO



8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	NA
9	Is BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/ Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/ tendering, BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/ Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria/ Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical criteria are formulated which is usually incorporated in tender to ascertain the experience of capable bidder which is a qualifying criterion of tender depending upon the job requirement.
12	Can BEC 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.
13	Whether BEC can be modified after opening of Bids?	No, once the bids have been received no amendment/ modification/ relaxation of BEC are permitted.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advances 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%.
15	In which cases Fall Clause is applicable?	Fall clauses are applicable only in case of nomination and proprietary/ OEM procurement.



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Vadodara Gas Limited

## **Section – I**

### **Invitation for Bids [IFB]**



**Section – I**  
**Invitation for Bid [IFB]**

**Date: 10/06/2026**

**To,**  
**Prospective Bidders**

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**  
**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

**Dear Sir/ Madam,**

1.0 Vadodara Gas Limited, the City Gas Distribution Company headquartered in Vadodara, Gujarat, India, invites bids on n-Procure (<https://tender.nprocure.com>) from bidders for the subject Work(s)/ services(s), 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	<b>HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR</b>
(B)	Tender No.	<b>VGL/CO/C&amp;P-PNG/BD202606S328</b>
(C)	Type of Bidding System	<b>Open Domestic Competitive Bidding Under Two Bid System</b>
(D)	Type of Tender	<b>Online (n-Procure)</b>
(E)	Contract Period	<b>12 Months</b>
(F)	Tender Fee	<b>₹ 7,500.00</b>
(G)	Bid Security/ Earnest Money Deposit (EMD)	<b>₹ 19,95,297.00</b>
(H)	Pre-Bid Meeting	<b>16/06/2026 at 1200 Hrs.</b>
(I)	Tender Submission Due Date & Time on n-procure	<b>23/06/2026 up to 1400 Hrs.</b>
(J)	Tender Opening Date & Time on n-procure	<b>23/06/2026 at 1500 Hrs.</b>
(K)	Submission of Tender Fee, EMD & Power of Attorney (Physical Copy)	<b>29/06/2026 up to 1700 Hrs.</b>
(L)	Validity of Offer Up to	<b>90 days from the due date of submission</b>
<b>In Case of the Days Specified above Happens to be a Holiday in VGL, The Next Working Day shall be Implied</b>		

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 Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of



Credit) & Power of Attorney will be submitted in Original (in physical form) within the due date and time to the address mentioned in Bid Data Sheet (BDS):

- 5.0 Bids complete in all respect should be uploaded on n-Procure and Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney reach (in physical form) at the address specified in Bid Data Sheet on or before the due date & time respectively. The Tender Fee (in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer), The EMD (in any form like Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit) & Power of Attorney received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/ Bidder's Eligibility Criteria (BEC) and wishes to quote against this tender, may obtain bidding document only on n-Procure (<https://tender.nprocure.com>) 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 n-Procure only.
- 10.0 VGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 11.0 All documents should be uploaded / submitted in Legible Copy on n-Procure and submit Hard Copies of Tender Fee, EMD & Power of Attorney only. Price Bid to be submitted on n-Procure only.
- 12.0 You are requested to raise all the techno-commercial queries (if any) before two days prior to pre bid meeting dated 16/06/2026 through mail to <mailto:cnp@vgl.co.in> & [c.jadeja@vgl.co.in](mailto:c.jadeja@vgl.co.in).
- 13.0 Any Techno-Commercial Queries (if any) will not consider after the aforesaid period.

**For & on behalf of**  
**Vadodara Gas Limited**  
**Chandrasinh Jadeja**  
**Dy. Manager (CGD) – C&P In-charge**  
**Ph. 0265-2334075/ +91 88497 69061**  
**Email – [cnp@vgl.co.in](mailto:cnp@vgl.co.in) & [c.jadeja@vgl.co.in](mailto:c.jadeja@vgl.co.in)**



## **Section – II**

**Bidder's Eligibility Criteria [BEC],  
Methodology for Evaluation and  
Comparison of Bids & Instructions to  
Bidders [ITB]**

**Bidder's Eligibility Criteria [BEC]****1. Technical Criteria** (As A Single Bidder):

Sl. No.	BEC (Technical)	Document(s) required to be submitted to qualify BEC (Technical)																		
1.	The bidder should have experience of completion / execution of Providing Last Mile Connectivity to Domestic customer in any CGD network having appropriate value with number of PNG connections (Including Conversion) in previous 7 years to be reckoned from the final bid closing date.	In Support of BEC, bidder must submit, copy(s) of Work Order/ Contract including detailed scope of work along with its completion/ execution certificate from the concerned authority, duly certified by the Chartered Engineer and Notary Public with legible stamp along with the bid to meet the above technical criteria.																		
<table border="1"> <thead> <tr> <th>Work Order Quantity</th><th>Work Order Value for each work order</th><th>Total Number of PNG Connections for each work order (Including Conversion)</th></tr> </thead> <tbody> <tr> <td>Total <b>03 Nos.</b> of Work Order</td><td><b>₹ 5.88 Crore / Order</b></td><td><b>8313 Nos.</b></td></tr> <tr> <td colspan="3" style="text-align: center;"><b>OR</b></td></tr> <tr> <td>Total <b>02 Nos.</b> of Work Order</td><td><b>₹ 7.06 Crore / Order</b></td><td><b>9976 Nos.</b></td></tr> <tr> <td colspan="3" style="text-align: center;"><b>OR</b></td></tr> <tr> <td>Total <b>01 No.</b> of Work Order</td><td><b>₹ 11.77 Crore / Order</b></td><td><b>16627 Nos.</b></td></tr> </tbody> </table>			Work Order Quantity	Work Order Value for each work order	Total Number of PNG Connections for each work order (Including Conversion)	Total <b>03 Nos.</b> of Work Order	<b>₹ 5.88 Crore / Order</b>	<b>8313 Nos.</b>	<b>OR</b>			Total <b>02 Nos.</b> of Work Order	<b>₹ 7.06 Crore / Order</b>	<b>9976 Nos.</b>	<b>OR</b>			Total <b>01 No.</b> of Work Order	<b>₹ 11.77 Crore / Order</b>	<b>16627 Nos.</b>
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<b>Note:</b> 1. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.																				

**2. Financial Criteria** (As A Single Bidder):

Sl. No.	BEC (Financial)	Document(s) required to be submitted to qualify BEC (Financial)
1.	The Minimum Average Annual Financial Turnover of the bidder should be <b>₹ 11,77,22,499.40/-</b> during 03 Preceding Financial Years.	I. Bidder shall submit "Details of financial capability of Bidder" in the prescribed format (F-15) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).  II. Further, a copy of audited annual financial statements submitted in the bid shall be duly certified/ attested by Notary Public with a legible stamp
2.	The Net Worth of the Bidder should be Positive as per the Last Audited Financial Statement.	
3.	The Working Capital of the Bidder should have a minimum of <b>₹ 2,35,44,499.88/-</b> as per the Last Audited Financial Year.	



**Note:**

1. **The 03 Preceding Financial Year shall be F.Y. 2022-23, F.Y. 2023-24 & F.Y. 2024-25.**
2. **Average Annual Turnover** – In case the tenders have the bid closing date up to 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of immediate 3 preceding financial years are not available, the bidder has the option to submit the audited financial results of the 3 years immediately before that. Wherever the closing date of the bid is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the bidder must compulsorily submit the audited financial results for the immediate 3 financial years preceding.
3. **Net worth and Working Capital** –In case the tenders having the bid closing date upto 31st September (or as amended from time to time by the Government) of the relevant financial year, and audited financial results of the immediately preceding financial year are not available, in such a case the audited financial results of the year immediately before that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 31st September (or as amended from time to time by the Government) of the relevant financial year, the bidder must compulsorily submit the audited financial result for the immediately preceding financial year.
4. The documents such as purchase / work order completion / execution certificate, audited balance sheet etc required to be submitted by bidders to establish that they meet BEC. Any other document requested specific to work/job, should be finalized after proper deliberation by the tender committee and incorporated in the tender document.
5. The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.
6. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. (e.g. if WO/LOA/PO submitted, so queries will be raised for submission of Execution/Completion certificate in accordance with the submitted WO/LOA/PO), No new fresh document shall be considered.
7. Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents. However, in case, main contractor and subcontractor with such end user certificate participates against same tender and seeks qualification based on same job, then main contractor will be preferred over sub-contractor in respect of qualification and accordingly subcontractor even with end user certificate will not be considered qualified.
8. The Bids submitted by only such bidders who meet fully the criteria, should be taken up for detailed evaluation. No relaxation is permitted for inclusion of any bidder(s) who does not meet the criteria in entirety, for reasons only to increase the competition.



9. A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders submit these documents in addition to the documents specified in the bidding document to meet BEC.
10. In absence of requisite documents, VGL reserves the right to reject the bid without making any reference to the bid.

Apart from the above, the Bidder must submit all other relevant documents/ information as specified in the Scope of Work/ SCC for Technical Evaluation of a bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

### **3. Methodology for Evaluation, Comparison & Award**

3.1 As the total work is to be distributed into 04 Nos. of bidders The ranking of bidders (L1, L2, L3,...L4) shall be determined by the bidder's evaluated price (arrived after applying quoted % age increase / decrease on total estimated price and GST) in ascending order.

3.2 Complete work shall be awarded to 04 bidders as per below mentioned Table

Rank	%age of Total Scope
L1	40
L2(*)	20
L3(*)	20
L4(*)	20

3.3 (\*): Upon matching with price as quoted by L1 bidder.

3.4 All acceptable bidders other than L1 (irrespective of their ranks) shall be asked to confirm matching their price with L1 bidder in a single step to save on time and order shall be placed (in addition to L1 bidder) on the other 03 bidders who have agreed to match the L1 price and are lowest in order of their rankings.

3.5 In case the total work cannot be distributed due to “Non – availability of requisite numbers of acceptable bidders to match the L1 price “ or “availability of less than requisite numbers of acceptable bidders agreeing to match L1 price”, attempt shall be made to re-distribute the balance quantity proportionately among the acceptable bidders (Including L1 bidder) who have agreed to match L1 price as specified above to each bidder or work shall be distributed in %age as provided in below table.

Rank	%age of Total Scope	%age of Total Scope	%age of Total Scope
L1	40	50	60
L2(*)	20	25	40
L3(*)	20	25	-
L4(*)	20	-	-



## Vadodara Gas Limited

- 3.6 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LOA will be placed on the bidder having higher/ highest turnover in last audited financial year.
- 3.7 In case of a tie at the any position between two or more bidders, the preference for matching L1 rate will be asked to the bidder who having higher/ highest turnover in last audited financial year.

### Note To "Bidder's Eligibility Criteria [BEC]" - [For Strict Compliance]

- [I] Bidders Must Furnish All Relevant Certificates/ Documents/ Information in Support of Their Credentials to the Above "Eligibility Criteria" along with the 'Offer', Failing which the 'Offer' may be Rejected Summarily.
- [II] Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.





**Section – II**  
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24. Modification and Withdrawal of Bids

**[E] Bid Opening and Evaluation**

25. Employer's Right to Accept Any Bid and to Reject any or All Bids
26. Bid Opening
27. Confidentiality
28. Contacting the Employer
29. Examination of Bids and Determination of Responsiveness
30. Correction of Errors
31. Conversion to Single Currency for Comparison of Bids
32. Evaluation and Comparison of Bids
33. Compensation for Extended Stay
- ~~34. Purchase Preference~~



**[F] Award of Contract**

35. Award
36. Notification of Award/ Fax of Acceptance [FOA]
37. Signing of Agreement
38. Contract Performance Security/ Security Deposit
39. Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices
- ~~40. Public Procurement Policy for Micro and Small Enterprise~~
41. AHR Items
42. Income Tax & Corporate Tax
43. Settlement of Disputes Between Government Department and Another and One Government Department and Public Enterprise and One Public Enterprise and Another
44. Dispute Resolution
45. Billing System
46. Transparency
47. Contractor's Subordinate Staff and Their Conduct
48. Sale of Bid Documents
49. Quantity Variation
50. Subletting & Assignment
51. Direct Payments to Sub-Vendors/ Supporting Agencies of Main Contractor
52. Check Measurement
53. Provisions for Procurement from a Bidder which shares a Land Border with India

**[G] Annexures**

1. Annexure-I: Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices
2. Annexure-II: Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants
3. Annexure-III: Bidding Data Sheet (BDS)



## **Instructions to Bidders [ITB]**

[To be Read in Conjunction with Bidding Data Sheet (BDS)]

### **[A] – General**

#### **1 Scope of Bid**

- 1.1 The Employer/ VGL as defined in the “General Conditions of Contract [GCC]”, wishes to receive Bid as described in the Bidding Document/ Tender document issued by Employer/ Owner/ VGL.
- 1.2 Scope of Bid: The scope of Supply shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms ‘Bid’, ‘Tender’ & ‘Offer’ and their derivatives 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 VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation 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 VGL by the bidder.

It shall be the sole responsibility of the bidder to inform VGL in case the bidder is put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation 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 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 VGL.

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

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

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services form 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 to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the document 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).

- (I) In case of a Single Bidder, 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 favour 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.

- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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



**3 Bids From “Joint Venture”/ “Consortium” [For Applicability of This Clause Refer Bidding Data Sheet (BDS) – Not Allowed for this Instant Tender]**

- 3.1 Bids from consortium/ JV of two or more members are acceptable if they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating in the Consortium/ JV shall submit the Agreement 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 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 by 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 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 VGL or GAIL Gas or Vadodara Municipal Corporation 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 Bidders 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, VGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.



## 5.2 **TENDER FEE**

Tender Fee, if applicable, will be acceptable in form like Bank Drafts / Banker Cheque payable to VGL/Bank transfer to VGL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

In the event of a particular tender being cancelled, the tender fee will be refunded to the bidder concerned. Suitable provisions in this regard will be made in all tender documents.

## 6 **Site Visit**

- 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.
- 6.2 The Bidder shall not be entitled to hold any claim against VGL 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 about 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 Bids [IFB]
- Section – II : Bidder's Eligibility Criteria [BEC] & Methodology for Evaluation and Comparison of Bids, Instructions to Bidders [ITB]
- Section – III : General Conditions of Contract
- Section – IV : Special Conditions of Contract [SCC]
- Section – V : Scope of Work [SOW]
- Section – VI : HSE
- Section – VII : Others Forms and Formats
- Section – VIII : Schedule of Rates [SOR]

\* 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 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 Document**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bid Documents may notify VGL in writing or by email at **VGL's mailing address as indicated in the BDS, not later than 02 (two) days prior to pre-bid meeting (if any) or as specified time period in IFB. VGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period.** VGL may respond in writing to the request for clarification. VGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on VGL's web site [[www.vgl.co.in](http://www.vgl.co.in)]/ communicated to prospective bidders by e-mail.
- 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 n-Procure website [<https://tender.nprocure.com>] and VGL website [[www.vgl.co.in](http://www.vgl.co.in)] only.
- 9.3 The Employer, if consider necessary, may extend the date of submission 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 VGL 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]**

### **1.1 In case the Bids are invited under E-Tender system:**

**Envelope-I: “Tender Fee, EMD & Power of Attorney”** shall contain **Hard Copies of Tender Fee, EMD & Power of Attorney in Physical form.**

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

#### **1.2.1 Envelope-I: “Techno – Commercial/ Un-Priced Bid”** shall contain the following:

- (a) ‘Covering Letter’ on Bidder’s ‘Letterhead’ clearly specifying the enclosed contents.
- (b) ‘Bidder’s General Information’, as per ‘Form F- 1’.
- (c) ‘Bid Form’, as per ‘Form F-2
- (d) Copies of documents, as required
- (e) As confirmation, the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted/ note quoted (as applicable) written against each item.
- (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 Bankruptcy’, in ‘Form F – 7’
- (i) ‘Agreed Terms and Conditions; as per ‘Form F-9’
- (j) Duly attested documents in accordance with the “Bid Evaluation Criteria [BEC]” establishing the qualification.
- (k) Undertaking on the Letter head, as per the Form F – 11.
- (l) 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.
- (m) Any other information/ details required as per Bidding Document
- (n) Tender Fee, EMD/ Bid Security in original as per Clause 16.0 of ITB
- (o) All forms and Formats including Annexure
- ~~(p) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/ RFQ/ BEC. [NOT ALLOWED IN THIS INSTANT TENDER]~~
- (q) Tender Document duly signed/ digital signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

**Note:** All the pages of the Bid must be signed by the “Authorized Signatory” of the Bidder.

#### **1.2.2 Envelope – II: Price Bid [In Case of Manual Bid Only]**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. VGL shall not be responsible for any failure on the part of the bidder to follow the instructions.





- ii) Bidders are advised NOT to mention Rebate/ Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rate (SOR)” and indicate the discounted unit rate(s) only.
  - iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
  - iv) In case, it is observed that any of the bidder(s) has/ have offered suo-moto Discount/ Rebate after opening of un-priced 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.
  - v) In the event as a result of techno-commercial discussions or pursuant to seeking clarification/ confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
  - vi) 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.
- 1.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.2.1 & 11.2.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.2.1 & 11.2.2 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 Document, 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 Condition 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. Bidder shall indicate 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 till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices both 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.3 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

### **13 Goods and Services Tax (CGST & SGST/ UTGST or IGST)**

- 1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/ UTGST or IGST) is applicable.
- 1.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST/ UTGST or IGST). Please note that the responsibility of payment of GST (CGST & SGST/ UTGST or IGST) lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/ Bill as the case may be, as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services (Service Provider) with requisite details.

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

- 1.3 In case CBEC (Central Board of Excise and Customs)/ any tax authority/any equivalent government agency brings to the notice of VGL that the Contractor has not remitted the amount towards GST (CGST & SGST/ UTGST or IGST) collected from VGL to the government exchequer, then, that Contractor shall be put under Holiday list of VGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 1.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case VGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier/Service Provider's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the VGL/ Owner.



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

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

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

- 1.5 Where the VGL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered goods/services/ works: -

Owner/VGL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actuals against submission of E-invoices/ Invoices as per format specified in rules/ regulation of GST to enable Owner/VGL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

- 1.6 Where the VGL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered goods/services/ works:

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

The bid will be evaluated based on the total prices including GST (CGST & SGST/UTGST or IGST).

- 1.7 VGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. Where VGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.



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

However, in case any unregistered bidder is submitting their bid, bids will be evaluated as per quoted price without loading GST (CGST & SGST/ UTGST or IGST), if not quoted their price will be loaded with applicable GST (CGST & SGST/ UTGST or IGST) while evaluation of bid. Where VGL is entitled for input credit of GST (CGST & SGST/ UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document

Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

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

- 1.10 Suppliers / Contractor shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable VGL to avail input credit of GST (CGST & SGST/UTGST or IGST), if applicable. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 1.11 If input tax credit is not available to VGL for any reason not attributable to VGL, then VGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the E- invoices/ invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by VGL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of VGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from VGL to the government exchequer, then that Supplier shall be put under Holiday list of VGL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on VGL.

#### **1.12 Anti-Profiteering Clause**

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



- 1.13 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then their bids may be rejected. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then VGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by VGL.
- 1.14 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

- 1.15 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Order/Contract.
- 1.16 **For procurement of Goods:** The supplier shall mention the particulars of Vadodara Gas Limited, on the E-invoices/Invoice. Besides, if any other particulars of VGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 1.17 Wherever TDS under GST Laws has been deducted from the E-invoices/ invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 1.18 E-way Bill for movement of goods under GST Regime have been notified vide Notification No. 27/2017 – Central Tax. Further, vide Notification No. 74/2017 – Central Tax dated 29th Dec. 2017 the provisions related to E-way bill has been made applicable from 1st Feb. 2018. All the process/ procedure in this regard is to be followed for inward/ outward movement of Goods.





#### **14 Bid Currencies**

Bidders must submit bid in Indian Rupees only.

#### **15 Bid Validity**

- 15.1 Bids shall be kept valid for period specified in BDS from the final due date of submission of bids. A Bid valid for a shorter period may be rejected by VGL 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 respect.

#### **16 Earnest Money Deposit/Bid Security - [Refer BDS for Applicability of EMD]**

- 16.1 Bids must be accompanied with 'Earnest Money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit' [in favor of Vadodara Gas Limited, payable at place mentioned in BDS] or 'Bank Guarantee' as per the format given in Form-4/4A of the bidding documents. Bidders shall ensure that 'EMD submitted in the form of 'Bank Guarantee', Should have validity of at least 'two [02] months' beyond the validity of the bid. EMD submitted in the form of Bank Guarantee, Demand Draft (DD), Banker's Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a Letter of Credit should be valid for three months

While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders 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.

Further, in case of the online transaction, submission of EMD in original is not applicable. However, bidder is required to upload the Transaction details along with their e-bid.

The EMD shall be submitted in Indian Rupees only.

- 16.2 The 'Bid Security' is required to protect VGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 VGL 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 ₹ 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'



- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by VGL as non-responsive.
- 16.4 After the decision with respect to award of work / placement of order, the Earnest Money Deposit / Bid Bond received from all the bidders except the successful bidder should be promptly returned.
- 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) to furnish “Contract Performance Security/ Security Deposit”, in accordance with “ITB: Clause – 38”
    - (iii) To accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Vadodara Gas Limited and addressed to VGL. 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-4S’.
- ~~16.9 MSEs (Micro & Small Enterprises) are exempted from submission of Tender Fee, EMD/ Bid Security in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.~~

**17 Pre-Bid Meeting (If Applicable)**

- 17.1 The Bidder(s) or his designated representatives are invited to attend a “Pre-Bid Meeting” which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on VGL 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.



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

## **18 Format and Signing of Bid**

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unnamed printed literature where entry(s) or amendment(s) have been made shall be 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. VGL will accept bids based on terms & conditions of “Bidding Document” only. Bidder may note VGL 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. VGL’s determination of a bid’s responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. VGL 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 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) Tender Fee
- (c) Earnest Money Deposit/ Bid Security
- (d) Specifications & Scope of Work
- (e) Schedule of Rates/ Price Schedule/ Price Basis
- (f) Duration/ Period of Contract/ Completion Schedule
- (g) Payment Terms
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee/ Security Deposit





- (k) Guarantee/ Defect Liability Period
- (l) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (m) Force Majeure & Applicable Laws
- (n) 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**

Vadodara 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 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 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**

- 22.1 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.2 VGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 ITB refers). In which case, all rights and obligations of VGL 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 VGL’s website/ communicate to the bidders.

### **23 Late Bids**

- 23.1 Any bid received after notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of manual tendering, bids received by VGL 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 VGL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched 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.

- 24.3 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.

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

- 24.5 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, VGL 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**

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

### **[E] – Bid Opening and Evaluation**

**For Tenders Hosted on n-Procure, Bids will be Opened Directly on n-Procure only after Due Date without giving any Prior Notice to any Bidder. Only Tenders Submitted on n-Procure will be Considered. Price Bid of Successful Bidders will be Opened Directly on n-Procure without any Prior Intimation.**



## **26 Bid Opening**

### **26.1 Un-priced Bid Opening**

VGL 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 VGL 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.

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

## **27 Confidentiality**

27.1 During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

27.2 Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

## **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 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 Evaluation Criteria” of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required ‘Earnest Money/ Bid Security’;
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/ or substantiation that the Employer may require to determine responsiveness 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**

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 rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figure and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct 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 Conversion 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**

Bids 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 Compensation for Extended Stay (For Applicability of this Clause Refer BDS): [Not Applicable in this Instant Tender]**

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5<sup>th</sup> of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

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

**~~34 Purchase Preference~~**

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

**[F] – Award of Contract**

**35 Award**

VGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest if bidder, is determined to be qualified to satisfactorily perform the Contract.

**36 Letter of Award/ Purchase Order**

36.1 Prior to the expiry of Bid Validity Period, VGL will issue the LOA/PO to successful Bidder in writing, in the form of “Letter of Award/ Purchase Order”, through e-mail that his Bid has been accepted. The Letter of Award/ Purchase Order will constitute the formation of the Contract.

28.3 Contact period shall commence from the date of “Letter of Award/ Purchase Order” or as mentioned in the Letter of Award/ Purchase Order. The “Letter of Award/ Purchase Order”



will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause “ITB: Clause – 37.

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

### **37 Signing of Agreement**

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

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 VGL, the successful bidder shall furnish the contract performance security/ Guarantee in accordance with Special Conditions of the Contract. The Contract Performance Security/ Guarantee shall be in the form of either Bank Guarantee, Demand Draft (DD), Banker’s Cheque, Insurance Security Bond, Fixed Deposit Receipt in favour of Vadodara Gas Limited or a 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 **Binding 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.

Banks Guarantee towards performance security/ security deposit shall be from any Indian schedule bank or a branch of an International bank situated in India and registered with 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 ₹ 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.

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 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.

### **39 Procedure for Action in Case Corrupt/ Fraudulent/ Collusive/ Coercive Practices**

The complete procedure containing provisions for putting a vendor/ supplier/ contractor/ consultant on suspension list and/or banning list if such an agency indulged in corrupt/fraudulent/collusive/coercive practices is placed as Annexure – I.

#### **39.2 Non-Applicability of Arbitration Clause in Case of Banning of Vendors/ Suppliers/ Contractors/ Bidders/ Consultants Indulged in Fraudulent/ Coercive Practices**

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

#### **40 ~~Public Procurement Policy for Micro and Small Enterprises (Refer BDS for Applicability of this Clause)~~**

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

- ~~i) Issue of tender document to MSEs free of cost.~~
- ~~ii) Exemption to MSEs from payment of EMD/ Bid Security.~~
- ~~iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1+ 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women with above 25% reservation. This respective quota(s) shall be transferred to other MSEs in case of non availability of MSEs owned by SC/ ST entrepreneurs/ MSEs owned by women.~~

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



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

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

- ~~a) In case of propriety MSE, Proprietor(s) shall be SC/ ST.~~
- ~~b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% share in the unit~~
- ~~c) In case of private Limited Companies, at least 51% share is held by SC/ ST. If the MSE is owned by SC/ ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.~~

~~40.3 The MSE(s) owned by Women shall mean:~~

- ~~a) In case of proprietary MSE, Proprietor(s) shall be Women.~~
- ~~b) In case of partnership MSE, the Women partners shall be holding at least 51% share in the unit~~
- ~~c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.~~

~~40.4 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:~~

- ~~a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.~~
- ~~b. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.~~

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

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

~~— Further, such participating MSE bidders are not entitled for purchase preference. Further, such participating MSE bidders are not entitled for purchase preference.~~

~~40.5 If against an order placed by VGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer in charge, the details like Name, Registration No, Address, Contact No.~~





~~details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.~~

~~40.6 The benefits of policy are not extended to the traders /dealers / Distributors /Stockiest /Wholesalers /Suppliers.~~

~~40.6.1 Governments of India vide Gazette notification no. CG-DL-E-010620220-219680 dated 01/06/2020 notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01/07/2020 which is mentioned below:~~

- ~~(i) A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 1 Cr. and Turnover does not exceed ₹ 5 Cr.~~
- ~~(ii) A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 10 Crs. and Turnover does not exceed ₹ 50 Cr.~~
- ~~(iii) A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed ₹ 50 Crs. and Turnover does not exceed ₹ 250 Cr.~~

~~40.7 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26/06/2020, Ministry of MSME has notified certain criteria for classifying the enterprises as Micro, Small & Medium Enterprises and specified form and procedure for filing the memorandum ("Udyam Registration") with effect from 01/07/2020~~

## **41 Abnormal Rates/Bids**

### **41.1 Abnormally High Rated Items (AHR)**

The following provision be invariably incorporated in the special conditions of contract of the tenders for Works/Service Contracts:

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

- (ii) Rates as per SOR, quoted by the Contractor.
- (iii) 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."

### **41.2 Abnormally Low Rated Items (ALR):**

Abnormally low rated items in item rate contracts are items which are abnormally lower than the estimated price. Item rate of such items appears so low that it raises substantive concerns as to the



capability of the Bidder to execute this item at the offered price. Execution of full SOR quantity of all such ALR items should be ensured by Engineer-In-Charge (EIC).

#### **41.3 Abnormally Low Bids:**

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to the capability of the Bidder to perform the Contract at the offered price. VGL shall in such cases seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, VGL determines that the Bidder has substantively failed to demonstrate its capability to deliver the Contract at the offered price, VGL shall reject the Bid/ proposal.

#### **42 Income Tax & Corporate Tax**

42.1 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.

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

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

#### **42.4 Mentioning of PAN No. in Invoice/ Bill**

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

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding ₹ 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 fulfillment of above requirement.

#### **43 Settlement of Disputes between Government Department and Another and One Government Department and Public Enterprise and One Public Enterprise and Another**

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



shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**44 Dispute Resolution (Addendum to Provision Regarding Applicable Laws and Settlement of Disputes of GCC)**

- 44.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996
- 44.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute (s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) rejects(s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/ she sends the invitation, or within such other period of time as specified in the invitation, he/ she may elect to treat this as a rejection of the invitation to conciliate. If he/ she so elects, he/ she shall inform the other Party(ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

**45 Billing System**

ORIGINAL Bills/ Invoices 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"



## Vadodara Gas Limited

(a) Top left corner of the envelope

Vendor Code:

LOA/ PO No.: \_\_\_\_\_ Date \_\_\_\_\_

Bill/ Invoice No.: \_\_\_\_\_ Date \_\_\_\_\_

Invoice Value: ₹ \_\_\_\_\_

Indenting Dept. \_\_\_\_\_ Job/ Supply of \_\_\_\_\_

(b) Address:

To,

In case of LOA/ Contract	In case of PO
<b>HOD/ EIC Indenting/ User department)</b> <b>Vadodara Gas Limited,</b> 1 <sup>st</sup> Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015, Gujarat – India, Contact No.: 0265-2334075	<b>C&amp;P Department</b> <b>Vadodara Gas Limited,</b> 1 <sup>st</sup> Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015, Gujarat – India, Contact No.: 0265-2334075

### 46 Transparency

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

### 47 Contractor's Subordinate Staff and their Conduct

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

“The Contractor shall obtain 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 VGL's Premises”.

### Sale of Bid Documents

Tender document will be available on n-Procure only. No tender document will, however, be considered of the bidders who are on 'Holiday' by VGL or GAIL or GAIL Gas or Vadodara Municipal Corporation 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. 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 VGL.

### 48 Quantity Variation

49.1 The Purchaser reserves the right to vary the quantity of each item up to +/- 15% for each item, at the time of award without any change in quoted unit price or other terms & conditions.

49.2 The purchaser reserves the right to delete the requirement of any one or more items of MR/ SOR/ BOQ without assigning any reason.



#### **49 Subletting & Assignment**

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. 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. 37.0 of GCC is also to be referred.

#### **50 Direct Payments to Sub-Vendors/ Supporting Agencies of Main Contractor**

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

#### **51 Check Measurement**

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

1. Where VGL Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
  - a. Site-In-Charge/ Site Engineer will check 100% measurements of executed work.
  - b. EIC will further check measurements at least 15% of bill value. In case, Site – In – Charge/ Site Engineer is not available, EIC will check 100% measurements of executed work.
  - c. An officer one level above EIC but not below level of HOD will check measurement of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g. Project Construction):
  - a. PMC will check 100% measurements of executed work.
  - b. VGL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
  - c. An officer one level above Site Engineer but not below level of HOD will further check measurements of 5% of bill value. However, wherever HOD is not available, an officer one level junior to HOD will check measurements of 5% of bill value.
3. Where VGL Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):
  - a. Third Party Inspector will check 100% measurements of executed work.
  - b. VGL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.



- c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
- d. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value in case there is no Site Engineer.
4. HOD or an officer of higher level to that EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceeds SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/ quantities other than those already checked by VGL executives at lower levels and should also ensure that the subordinate officer/ officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified".  
Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provisions(s) of the "SCC" shall be deemed to override the provisions(s) of "GCC", and shall to the extent of such repugnancy or variation prevail.

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

### **53. Land Border 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
- 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 of 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 15% 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 15% 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-I.





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 —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.

**9. 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-II.



**Undertaking on Letterhead**

**To,**  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ (*Name of Bidder*) is:

- i. Not from such a country [    ]
- ii. If from such a country, has been registered with the Competent Authority [    ]

(Evidence of valid registration by the Competent Authority shall be attached)

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

We hereby certify that bidder M/s \_\_\_\_\_ (*Name of Bidder*) fulfils all requirements in this regard and is eligible to be considered against the tender.

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

**To be upload on your Letter Head on n-Procure only.**



**Certificate for Tenders for Works Involving Possibility of Subcontracting**

**To,**  
**Vadodara Gas Limited,**  
I Floor, Riddhi Tower,  
Manisha Circle, Old Padra Road  
Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s\_\_\_\_\_ (Name of Bidder) is:

- i. Not from such a country [    ]
- ii. If from such a country, has been registered with the Competent Authority [    ]

(Evidence of valid registration by the Competent Authority shall be attached)

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

We further certify that bidder M/s\_\_\_\_\_ (Name of Bidder) 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 bidder M/s\_\_\_\_\_ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

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

**To be upload on your Letter Head on n-Procure only.**



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

**1.0 Introduction:**

In the endeavor to maintain and foster most ethical and corruption free business environment, the Contracts & Procurement procedure is being streamlined to include provision for banning vendor / supplier / contractor / consultant indulging in Corrupt, Fraudulent and Collusive practices. In view of the complexity of the issue and increasing number of such irregularities, it has become necessary to develop a comprehensive procedure encompassing the views of all stake holders, our experience of project execution etc.

In the course of the contracting, one has to deal with various vendor / supplier / contractor / consultant who are expected to adopt highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken. Any aberration, deviation and violation from the expected behavior of the contracting agencies need to be dealt appropriately so that it becomes a deterrent for all.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given herein under is to be used for all contracts and purchases.

This Banning Procedure contains provision for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/ or banning list if such agency indulged in corrupt/fraudulent/ collusive / coercive practice.

**A. Definitions:**

- A.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.

- A.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 to influence a selection process or during execution of contract/ order.

- A.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.

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

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

- A.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and banning of business dealings with



Agency/ies and shall be the “MD & DC”.

A.7 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. 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 agency;
- c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied

A.8 “Investigating Agency” shall mean any department or unit of VGL investigating into the conduct of Agency/ party, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.9 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding VGL's rights of audit or access to information.

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

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

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

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para-E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and new contract will be awarded (if required) at the risk and cost of this agency. Further, contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be



forfeited. Further such order/ contract will be closed following the due procedure in this regard. A fresh contract will be awarded at the risk and cost

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

***Suspension of order/ contract:***

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Any promoter company based on the investigation by them recommends for specific immediate action against the agency.
- (ii) Any Central/State/Statutory Authority based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by (i) concerned EIC for Works/Service/Consultancy Contract (ii) C&P executive in case of supply order with copy to Finance:

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, VGL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

~~However, no suspension of contract/ order will be initiated in Exceptional Cases mentioned at Clause no. B.2.3.~~

In addition to above, Recovery of payments including advance payments, if any, made by VGL along with interest thereon at the prevailing rate shall also be recovered.

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be



banned for future business with VGL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, if Contract cum Performance Bank Guarantee (CPBG) against this contract is available, the same shall be forfeited.

### ***B.2.2. Period of Banning***

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  For example, if an agency confirms not being on holiday in VGL or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 years
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by VGL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

### ***B.2.3 Exceptional Cases:***

B.2.3.1 However, as an exception, the ongoing order(s)/ contract(s) where corrupt/ fraudulent/ collusive/ coercive practice has been observed, the agency may be allowed to complete the supply/ job in case of following situations:

- No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis)
- and;
- The supply/job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

B.2.3.2 The approval for allowing the agency to complete the supply/ job is to be obtained from MD & DC based on the detailed deliberation/ recommendation of the committee consisting of





Head of C&P, HOD (Finance) and CFO, HOD of Concerned department. Further, all such cases shall also be put to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply/ job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/ contract.

B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG), of such agency against the order (s)/ contract (s) where agency is allowed to complete the supply/ job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on Banning List from the date of banning order.

### ***C. Effect of banning on other ongoing contracts/ tenders***

C.1 If an agency is put on Banning list, such agency should not be considered in ongoing tenders/ future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

### ***D. Procedure for Suspension of Bidder***

#### **D.1 Initiation of Suspension**

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when a communication/input is received from any promoter company or from any statutory agency or from Central/State Investigating agency for specific immediate action against the agency.

Further, action for suspension business dealing with any agency/(ies) shall also be initiated by C&P Department where Non-performance of Vendor/Supplier/Contractor/Consultant has resulted to termination of Contract/ Order.



## ***D.2 Suspension Procedure:***

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on VGL's intranet and a copy will be forwarded to all HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from VGL.

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

The process for putting the agency on suspension list shall be completed within 15 days from the date of receipt of such intimation.

## ***D 3 Effect of Suspension of business:***

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their



allied agency/(ies) are on banning list of VGL or any promoter company i.e. GAIL Gas Limited or Vadodara Municipal Seva Sadan (VMSS)/Vadodara Municipal Corporation (VMC).

***E. Procedure to be followed in case of corrupt/ fraudulent/ collusive/ coercive practice***

- (i) If Project Manager / EIC / HOD / Dealing Purchase Officer or any other authority of VGL, receive/ acquire conclusive evidence of any corrupt/ fraudulent/ collusive/coercive practice / activity, the concerned should immediately initiate action for putting vendor on banning list as per extant procedure
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned HOD of concerned department, HOD of C&P and HOD (Finance) and CFO, will examine the case in detail.
- (iii) In case committee considers for banning an agency, the committee will put up its recommendation to MD & DC along with a draft show cause notice providing a final opportunity to alleged defaulter to defend his case. The draft show cause notice should be vetted by the Law Department.

The show cause notice should contain all the allegations towards the breach committed by agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with show cause notice.

- (iv) After obtaining approval from the MD & DC, C&P Department will issue the show cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the show cause notice if the agency seeks any additional document (applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted.

If the agency desires for personal hearing, the same can also be given. However, the above provision for personal hearing shall not be made a part of Show cause notice

- (v) On receipt of reply in response to show cause notice, C&P Department will forward the same to concerned department for para wise comments, if any. Then the same committee i.e. HOD of concerned user department, HOD of C&P and HOD of Finance & CFO will prepare a proposal covering point wise reply to issues brought out by agency in their reply to show cause notice and submit their final recommendation for keeping the agency on Banning list or otherwise for the approval of competent authority i.e. MD & DC after legal vetting through Law department. In case the committee recommends for putting the agency on banning list, the draft speaking order to be issued to the agency with reasons for putting on banning list will also be submitted along with the recommendation to competent authority.

In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from competent authority i.e. MD & DC, C&P Department will issue a letter in form of speaking order to the agency conveying the decision of putting the agency on the banning list along with reasons.



- (vii) The banning order shall also be hosted on VGL's intranet. A copy will be forwarded to all HODs by C&P Department. A list of all agencies put on banning will be maintained at VGL Intranet/website.
- (viii) The above process of banning should be completed within 04 02 months from initiation of case by concerned EIC/ department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and show cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show cause notice.
- (x) After issuance of banning order, action for termination of order (s)/ contract (s) at risk and cost where it has been concluded that such irregularities have been committed and for forfeiture of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned user department as per extant DoP. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contract under the terms of the contract.
- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list.
- (xiii) In case any PMC detects the fraudulent / corrupt / collusive/ coercive practice during evaluation and execution of any contract and recommendations made to VGL, the procedure mentioned herein above is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xiv) The banning shall be with prospective effect i.e. future business dealings.



**Annexure-II**

**Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants**

**1.0 General**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

**2.0 Objective**

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

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

**3.0 Methodology**

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

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

**ii) Measurement of Performance**

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



iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects/O&M would recommend for continuation or discontinuation of such party from the business with VGL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future. However, any penal action like putting them in Holiday may be detrimental for the organization as they may be reluctant to provide services against future requirement. Therefore, it is for the best interest of the organization/VGL, performance of OEM/Proprietary nature of Vendor/Contractors are to be monitored closely as being done for other cases and in case of any gap in their performance, suitable communication shall be sent to them asking them to improve their performance.

**4.0 Process of Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants**

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants shall be done immediately with completion of the job e.g. for projects, performance evaluation will be done immediately after commissioning of any Project.
- ii) On completion, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts, as applicable as per this procedure.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project- in-charge:

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

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



- A. Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Where Poor performance not leading to termination of contract or Off-loading of contract:
  - a) Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20): - Holiday for One Year.
  - b) Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20): - Holiday for One Year

During the holiday period, such vendor/supplier/contractor/consultant will also not be allowed to participate in the tender.

2. Where Poor/Non-Performance leading to termination of contract or Off-loading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant in terms of the contract: - Holiday for one year. Further all other actions, as applicable, as per provision of contract including forfeiture of Contract Performance Security (CPS), Risk Purchase etc. will be taken. Such Vendor/ Supplier/ Contractor/ Consultant will also not be allowed to participate in re-tender and they shall also be considered for suspension.

- B. Where Performance rating is “FAIR”:

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

- vi) Within 7 days of issuance of termination letter by EIC (after due approval as per DoP) or no reply/receipt of non-satisfactory reply to explanation letter for “Poor” Performance Rating, EIC/CIC (for works/ service/consultancy contract) or Project Manager/ Concerned C&P department (for Purchase Orders) will forward the termination letter (for case of Poor Performance rating) to C&P department.

For Termination of Contract, guidelines are stipulated in Appendix – 11.

On receipt of above details from Engineer-In-Charge/other concerned executive, a committee consisting of following members to examine the recommendations forwarded by the Engineer-in- charge:

- i) HOD – Concerned user department
  - ii) HOD (F&A) & CFO
  - iii) HOD (C&P)
- vii) In case committee considers for putting the party on holiday, then Show Cause Notice will be issued with the approval of MD&DC giving final opportunity to defend his case. The draft show cause notice should be vetted by Legal Dept.





The show cause notice should contain all the allegations towards the breach committed by party including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the party as per provisions of tender. All the supporting documents also need to be provided to the party along with show cause notice.

- viii) After obtaining approval from MD&DC, C&P Department will issue the show cause notice to the concerned party giving an opportunity to respond within 15 days.

In response to the show cause notice if the party seeks any additional document (applicable only once), the same should be provided to the party as the earliest but not later than 7 days.

If the party desires for personnel hearing to the committee prior to submission of reply to show cause notice, the same can also be given. However, this para shall not be made a part of Show cause notice.

However, the period to respond in such a case will be appropriately adjusted.

- ix) On receipt of reply in response to show cause notice, C&P Department will forward the same to HOD of concerned department for their para-wise comments.

The above committee i.e. HOD – Concerned user department, HOD (Finance) & CFO and HOD (C&P) will finally examine the response and will prepare a proposal covering point wise reply to issues brought out by Vendor/ Supplier/Contractor/ Consultant in their reply to show cause notice and forward their final recommendation for keeping the Vendor/ Supplier/Contractor/ Consultant on Holiday or otherwise. In case the committee considers for putting the party on holiday, the draft speaking order to be issued to the party with reasons for putting on holiday will also be submitted along with the recommendation for holiday.

The complete recommendation for holiday along with draft speaking order will be routed through Law department for approval of competent authority i.e. MD&DC.

In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority will be final.

- x) After obtaining approval from competent authority, C&P Department will issue a letter in form of speaking order to the party conveying the decision of putting it on holiday for a specific period.
- xi) A list of all parties put on holiday will be communicated to all concerned and will also be maintained at VGL website as well as Intranet.
- xii) However, Holiday restrictions shall not apply on Vendors/Supplier for procurement of spares from them on proprietary/OEM basis.
- (xiii) The process of putting the vendor on holiday in case of poor performance shall be completed within 75 days from the receipt of proposal from Project Manager/ EIC/ HOD/ Dealing Purchase Officer in this regard.



## **5.0 Review & Restoration of Parties put on Holiday**

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

## **6.0 Effect of Holiday**

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

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

6.3 Effect on other ongoing tendering:

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

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

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If such party emerges as the lowest (L1), then next lowest bidder shall be considered as L-1.

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

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

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

## **9.0 Errant Bidder**

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



## Vadodara Gas Limited

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of VGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from VGL to the government exchequer, then, VGL reserves the right of recovery of financial implication arising on VGL either from pending payment of any contract or through encashment of bank guarantee.



**Vadodara Gas Limited  
Performance Rating Data Sheet**

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

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

Note: Remarks (if any)

Note: PERFORMANCE RATING (\*\*)

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

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

Sl. No.	Range (Marks)	Rating
1	60 & below	Poor
2	61-75	Fair
3	76-90	Good
4	More than 90	Very Good



### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1. Delivery / Completion Performance

**40 Marks**

a)	Upto 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 12 weeks	20
		" 16 weeks	15
		More than 16 weeks	0

b)	Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 16 weeks	20
		" 20 weeks	15
		" 24 weeks	10
		More than 24 weeks	0

#### 1.2. Quality Performance

**40 Marks**

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

40 marks

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



**1.3. Reliability Performance**

**20 Marks**

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



**Bidding Data Sheet (BDS)**  
**ITB to be read in conjunction with the following**

ITB Clause	Description				
A. General					
1.2	The Invitation for Bids/ Tender no is: <b>VGL/CO/C&amp;P-PNG/BD202606S328</b>				
1.1	The Employer/Owner is: Vadodara Gas Limited, Vadodara				
2.1	The name of Item to be procured is: <b>HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR</b>				
3	<b>Bids from Consortium/ Joint Venture</b> <table><tr><td>Applicable</td><td>No</td><td>Not Applicable</td><td>Yes</td></tr></table>	Applicable	No	Not Applicable	Yes
Applicable	No	Not Applicable	Yes		
5	<b>Applicability of Tender Fee</b> <table><tr><td>Applicable</td><td>Yes</td><td>Not Applicable</td><td>No</td></tr></table>	Applicable	Yes	Not Applicable	No
Applicable	Yes	Not Applicable	No		
16	<b>Applicability of Earnest Money/ Bid Security</b> <table><tr><td>Applicable</td><td>Yes</td><td>Not Applicable</td><td>No</td></tr></table>	Applicable	Yes	Not Applicable	No
Applicable	Yes	Not Applicable	No		
B. Bidding Document					
8.1	For <u>clarification purposes only</u> , the communication address is: Dy. Manager CGD - C&P In-Charge Vadodara Gas Limited, 1 <sup>st</sup> Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat), Contact No: 0265-2334075, Email ID – <a href="mailto:cnp@vgl.co.in">cnp@vgl.co.in</a> & <a href="mailto:c.jadeja@vgl.co.in">c.jadeja@vgl.co.in</a>				
C. Preparation of Bids					
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid, the following additional documents (SCC Refers):				
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 <b>90 Days</b> from Final ‘Bid Due Date ‘.				
D. Submission and Opening of Bids					
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22.3	For <u>bid submission purposes</u> only, the Owner’s address is: Attention: Dy. Manager CGD - C&P In-Charge Vadodara Gas Limited, 1 <sup>st</sup> Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat), Contact No: 0265-2334075, Email ID – <a href="mailto:cnp@vgl.co.in">cnp@vgl.co.in</a> & <a href="mailto:c.jadeja@vgl.co.in">c.jadeja@vgl.co.in</a>				





26	The bid will be opened on n-Procure. Price Bid Shall also be directly opened on n-Procure			
E. Evaluation, and Comparison of Bids				
32	Evaluation Methodology is mentioned in Section-II of the Bid Document.			
33	Compensation for Extended Stay:			
	Applicable	No	Not Applicable	Yes
F. Award of Contract				
37	State of which stamp paper is required for Contract Agreement: State: Relevant State			
38	Contract Performance Security/ Security Deposit			
	Applicable	Yes	Not Applicable	No
	Applicable: 03% of the Annualized Contract Value excluding taxes and duties.			
40	Public Procurement Policy for MSEs:			
	Applicable	Yes	Not Applicable	No
	This tender is a non-splitable and not divisible.			
41	Deleted			
42	Provision of AHR Item:			
	Applicable	Yes	Not Applicable	No
Clause no. 27.3 of GCC	Bonus for Early Completion:			
	Applicable	No	Not Applicable	Yes



## **Section – III**

**General Conditions of Contract [GCC]  
(Attached as a Separate File)**



Vadodara Gas Limited

## **Section – IV**

### **Special Conditions of Contract [SCC]**



## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 DEFINITIONS AND INTERPRETATIONS**

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

#### **1.1 DEFINITIONS**

Bid Documents shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 6.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be the date of Fax of Intent / Letter of Award.

### **2.0 INTERPRETATIONS**

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



- 2.8. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 2.9. All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 2.10. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

### **3.0 GENERAL**

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

### **4.0 SCOPE OF WORK**

- 4.1. Scope includes Laying of PE Network and GI Installation as per the specifications and other details given in tender document. Free issue materials will be issued to contractors from VGL Gas's designated store as mentioned in bid documents. Bidders shall also be responsible for liasoning based on permissions obtained by VGL from authorities for laying of PE pipes covered in their scope. Bidder shall be responsible to carry out detail survey and preparing the drawing as per the requirement of statutory authority, applying for permissions to execute the works, regular follow ups and obtaining the permission VGL is responsible only for obtaining the permissions from statutory authorities.
- 4.2. The contractor shall allow weekly rest and daily working hours to his personnel/ workmen as per the relevant Act/ Law and Rules made there under. However, contractor shall ensure that no work shall be left incomplete/ unattended on any working day/ holiday/ weekly rest.
- 4.3. Transportation: Transportation of all items covered in the scope of works i.e. Owner's free issue materials & his own supply materials (Bought out) by contractor, will be arranged by contractor at his own cost including insurance storage, Handling, Transportation and etc. Contractor will also be responsible for taking delivery of free issue material from Owner's store and Transportation to place of work including its coverage for transit insurance.
- 4.4. The contractor shall make own arrangements to provide all facilities like boarding and transport etc to employees/ workers engaged by the contractor.



- 4.5. Contractor shall maintain proper record of his working employee's attendance and payment made to them for inspection. The contractor's representative/supervisor shall report daily to the Engineer-in-Charge for day to day working.
- 4.6. All the jobs mentioned under Scope of Services and Schedule of rates shall be carried out as per the work procedures, documentations, recommendations of the manufacturer and as per guidelines / directions given by Engineer-in-Charge or his authorized representative to Contractor's Supervisor from time to time. In general, the work performed by the contractor shall conform to relevant standards and best engineering practices.
- 4.7. The List of Domestic Customer for providing the Last Mile Connectivity / Plumbing work will be provided by Vadodara Gas Limited / by EIC. Contractor has to strictly follow the provided list any deviation will not be entertained.
- 4.8. Connection/ laying is to be processed as per instructions of EIC/ SIC only. In such cases notices will be served for non-compliance & after 3 notices contractor will be terminated.
- 4.9. If any pit found excavated without any proper barricading penalty of Rs. 2000 per instances will be applicable.
- 4.10. After installation of meter, particular connections must be done testing immediately and conversion also.
- 4.11. In case of new plumbing work for last mile connectivity, if any leakage is found within a period of 01 year from the date of conversion of connection, leakage then amount will be deducted from the any invoice of contractor.
- 4.12. Contractor must execute the works as per provided schedule. In case of continuous 03 instance or 03 notice will be issued & contract will be terminated.
- 4.13. In case of PNG connections/ Department works complaint must be solved within 07 days of receiving the complaint.
- 4.14. Contractor must submit weekly planning to EIC/ SIC through e mail communications.
- 4.15. All job cards must be submitted through E mail & in hard copies to billing department on weekly basis.
- 4.16. In case any leakage occurs after one year from the date of conversion, a penalty of Rs. 10,000 per leakage shall be imposed and deducted from the invoice.
- 4.17. In case of any incident during the execution of work, the entire responsibility shall lie with the contractor, and VGL shall not be held responsible.
- 4.18. The contractor shall provide all necessary safety equipment and tools to their manpower.
- 4.19. During the execution of work, if any incident occurs involving the contractor's manpower or any customer, the contractor shall be solely responsible.
- 4.20. The work shall primarily be awarded in the East Zone of Vadodara GA. However, in case of emergency, VGL may assign the work in any area or zone of Vadodara GA, and the contractor shall be responsible for executing the work accordingly.



- 4.21. In the East zone as per VMC administrative wards area is considered for now tendering purpose. However near by area within GA adjacent to provided limits which are not considered in any tender can also be considered depending upon the demand and availability of pipeline connectivity.
- 4.22. The contractor shall, at his own expense, obtain and submit a WCB (Workmen Compensation/Workers Compensation) policy from a reputed insurance company prior to commencement of the work. The policy shall remain valid for the entire duration of the contract and must comply with all applicable statutory requirements.
- 4.23. The award methodology shall be as specified in the Award Methodology clause. However, VGL shall initially issue the LOA only to the L1 bidder on priority. Subsequently, based on project requirements and at VGL's sole discretion, work orders may be issued to L2, L3, L4 and other eligible bidders as per the approved award methodology.

## **5.0 STATUTORY VARIATIONS IN TAXES**

- 5.1. Bidder shall be required to quote their unit rates for all the SOR items inclusive of all applicable taxes & duties including BOCW tax, freight, Insurance including Transit Insurance excluding Service Tax as defined in the tender document. Any statutory variation in the service tax during the scheduled completion period only shall be considered by the owner against documentary evidence.

## **6.0 PAYMENT TERMS AND MODE OF PAYMENT**

### **6.1. For PNG Installation**

The contractor shall raise the RA bill on monthly basis and payment shall be made on certification of bill by Engineer-in- Charge against the progress achieved as follows:

#### **6.2.1. For Individual / Flat Connection. Line items of SOR**

- 6.2.1.1 30% on completion of GI installation, Valves, Gas Tap & other accessories installation, Pneumatic pressure testing (PPT) duly certified by VGL Engineer In-Charge.
- 6.2.1.2 65% on completion of installation including manometer testing (MMT) subsequent to Hook-up with underground PE (Ground Connection) / Riser Tapping Including Installation of Meter, Regulator, Rubber Hose & other accessories duly certified by VGL Engineer In-Charge.
- 6.2.1.3 5% on conversion of customer's appliances, Submission of Meter Job Card and other documents duly certified by VGL Engineer In-Charge.

#### **6.3.1 For Ground Connection (GC). Line items**

- 6.3.2. 100% on completion of Ground Connection work including installation of PE to GI transition fittings, RCC Guard and GI pipes up to Main Isolation valve and commissioning of connected PNG connection or Riser/Header duly certified by VGL Engineer In-Charge.

#### **6.3.3. For Riser/Header Installation**

- 6.3.3.1. 90% on completion of GI Riser/Header installation, Pneumatic pressure testing (PPT), completion of underground PE (Ground Connection) duly certified by VGL Engineer In-Charge.





6.3.3.2. 10% on commissioning of the GI Riser / Header including Manometer testing (MMT)

6.2. Payment terms for balance items of Price Schedule: 100% on completion of work and certification from Owner Engineer-in-Charge.

**Retention Amount of 5 % of each RA Bill is retained by Owner against performance guarantee and will be released after 1 Year from commissioning of the respective line. Retention Amount shall be released by the Owner on quarterly basis.**

## **7.0 PAYMENT METHODOLOGY**

7.1. The contractor shall raise invoices on monthly basis for works carried out duly certified by Engineer-in-Charge in duplicate. The contractor to ensure that the invoices of completed work should be raised & duly certified by Engineer-in-charge within 01 (One) month to avoid any statutory penalties on delay in paying taxes.

7.2. The payments to the Contractor will be released within a period of 60 (Sixty) days from the date of receipt of the certified invoice as per the terms and conditions of the Contract.

7.3. Owner will release payment as per provided retention clauses of tender.

## **8.0 COMPENSATION FOR IDLE TIME**

8.1. The Owner shall make every reasonable effort to have free issue materials and right - of - use (ROU) available so as not to delay laying activities.

8.2. No Idle time claim shall be entertained under any circumstances.

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

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

9.2. In such cases, a change order or request for extra or amendment of PO will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 15 (Fifteen) days thereafter.

9.3. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall



be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

#### I. For Item Rate Contract

If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 15 (Fifteen) days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER- IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15 (Fifteen) % to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15 % (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.

### **10.0 HEALTH SAFETY AND ENVIRONMENT (HSE)**

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

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

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

10.4. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by OWNER will be strictly adhered to by the Contractor.

10.5. Contractor has to ensure the safety of man and machine all the times. Damages to equipments due to bad workmanship/negligence will be recovered as per the decision of



Engineer-in-Charge, which will be final and binding upon the contractor.

10.6. The contractor shall supply all the protective safety equipments like helmets / hard head hats, gumboots / safety shoes, hand gloves, safety belts, eye protection, ear protection etc. to his workmen at his own cost as required by operations.

10.7. Carrying / striking of matches, open flames, lighters or smoking or other such acts, which may cause fire hazards at the work site / in the terminals / installations, is strictly prohibited.

10.8. Tobacco/ Ghutka chewing or other such acts, are strictly prohibited at the site.

10.9. HSE training procedure or system for all his and his sub-contractor's employees (Induction training to be mandatory for all temporary or permanent employees).

10.10. HSE Incident reporting and investigation procedures or system for all HSE Incidents on Owner works, it to include near miss, hazards and incidents for reporting and investigation.

10.11. HSE Inspections and audits of Owner works allotted to them.

10.12. All employees of the firm need to abide by HSE Personal Protective Equipment requirement stipulated by Owner Company from time to time and work to work basis.

10.13. HSE tool box talks are mandatory for all Owner works and needs to be done at the start of each day and shift before start of the job and should be recorded.

10.14. Owner Work Permit system is mandatory to be followed for all Owner works as per standard requirements.

10.15. Owner legal and statutory requirements pertaining to work or facility needs to be strictly adhered to.

10.16. For Long Term contracts, Owner contractor/Vendor/Consultant to provide a dedicated HSE Plan and method statements or procedures to be followed on site, which must answer all matters explained in these rules.

10.17. For all hazardous activities the contractor/vendor /consultant or service provider needs to ensure that experienced and competent persons are engaged. Persons below 18 years of age are not allowed on Owner works.

10.18. For lady workers proper care for their children to be ensured by contractor by allotting a care taker may be from his own lady workforce and children should not enter the work areas at any point of time. All workforce must be given adequate rest periods and shelters as required by various legal & statutory requirements.

10.19. As per various legal and statutory requirements if required and stated by Owner authorities medical checkups of all employees will have to be ensured as per requirement stated by Owner Authorities and their medical reports submitted to Owner for records.

10.20. Owner is going to be certified by Certification bodies for ISO 9001, OHSAS 18001 and ISO 14001 standards, also it is planning to participate in various national or international standards for its HSE & Quality systems, hence as per demand from Owner management the consultant/Contractor or vendor or any other service provider must abide by the requirement for these standards stated by Owner from time to time.



10.21. A monthly HSE report for Owner works to be submitted to Owner Engineering In charge or HSE Dept as the case may be or demanded by.

10.22. Contractor/Consultant/Vendor or Service Provider needs to develop and submit Emergency Plans for all kind of emergencies on site, they should have tie-ups for medical treatment of injured or affected persons by site related injuries or diseases.

10.23. Contractors/Consultants/Vendors or any Service Providers must establish HSE Committees of their own or attend HSE Meetings as per Owner engineering In charge or HSE Dept as the case may be. The Minutes of Meeting (MOM) of the meeting to be submitted to Owner Engineering In charge or HSE Dept on monthly basis with HSE Performance report for the job.

10.24. Contractor/Consultant/Vendor or Any Service Provider must participate in Emergency Drills done by Owner on its pipelines or installations or work sites and they themselves must organize small drills by involving Owner for their work sites. A report of same to be included in HSE Performance Monthly report to Owner engineering In Charge or HSE Dept. as the case may be.

10.25. The proprietors / Senior Managers of Contractors'/Consultants/vendors or Any Service Providers' must visit sites for HSE Aspects and act on HSE Matters to the expectations of Owner.

10.26. The Contractors/Consultants/Vendors or Any Other Service Provider must participate in full capacity for all HSE Promotion Activities on Owner sites e.g. National Safety Day Week celebrations, HSE Drives for customers of Owner, HSE Drives for Authorities or as per instructions by Authorities to Owner.

10.27. Contractors/Consultants/Vendors or Any Other Service Providers' must show commitment towards ZERO ACCIDENT Aim of Owner.

10.28. In addition to the PRS clause, penalties for violation of Mobilisations of resources such as Manpower, tools, tackles, equipment's, machineries & HSE shall be imposed as per applicable clause of tender wherever.

## **11.0 POWER AND WATER CONNECTION**

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

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

12.1. CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including Customs of such equipment etc. as required. In case of Customs of the same the rates applicable for levying of Custom Duty on such Equipment, 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's so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same.



### **13.0 CONDITIONS FOR ISSUE OF MATERIALS**

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

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

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

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

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

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

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

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

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

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

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

13.12. Reconciliation of free issue material is to be provided on monthly basis in writing along with the monthly RA bills. Failing to which invoices will be kept on hold till the reconciliation sheet is provided.

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

14.1. Applicability - the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any



'Building or other construction work' (Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building, streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc. It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable). Bidder's quoted price shall be inclusive of payment of labour cess on the contract value as per the provision of "The Building and Other Construction Workers' Welfare Cess Act, 1996 and The Building and Other Construction Workers' Welfare Cess Rules, 1998, as applicable from time to time".

## **15.0. NON-COMPLIANCE RATIONALIZATION**

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

## **16.0. CONTRACTOR'S RESPONSIBILITY**

16.1. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-In-Charge. The Contractor shall provide all necessary materials, equipments, labour etc. for execution and maintenance of work at its own cost till completion unless otherwise mentioned in the Contract.

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

16.3. Accommodation / Transportation / Conveyance / Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation /conveyance arrangement for them from their place of residence to work place or any other place as required unless specifically agreed by Owner in writing and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.

16.4. Discipline: The Contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

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

## **17.0. DEPLOYMENT OF PERSONNEL**

17.1. The Contractor shall ensure that it shall deploy adequate number of qualified personnel having adequate knowledge, skill and experience for providing services as required by the Owner for timely performance of Services. The Contractor shall decide the mode and manner of work to





be done by his workmen. An organization chart of the Contractor's key personnel shall be submitted.

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

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

## **18.0. CONTRACTOR'S REPRESENTATIVE**

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

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

## **19.0. CONTRACTOR'S OBLIGATION AT SITE**

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

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

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

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

19.5. Contractors shall provide cell phones to their supervisors for day-to-day communication with VGL and site representatives of VGL.

19.6. Contractor shall employ a Project Manager / Coordinator on company roll. The Project Manager / Coordinator must have qualification of Minimum Diploma engineer with min. 3 years of work experience in gas pipeline job. He shall be single point of contact for all the works and must represent company in the review meetings.

19.7. Any change in key persons working at site shall be informed to the Owner promptly.

19.8. Owner will not allow switching/swapping of key personnel of any contractor working at site from one contractor to another during the continuity of the contract.





19.9. Contractor shall deploy Equipments, Tools & tackles etc., at site as defined in tender documents.

19.10. Contractor shall complete all the above activities within 15 (Fifteen) days from the date of FOI/ LOA.

## 20.0. RECONCILIATION OF OWNER SUPPLIED MATERIALS

20.1. The Contractor is responsible for completing the "Material Used statement" for job completed. This record will be used for the reconciliation of material at the end of the job / contract / as directed by Owner.

20.2. It is mandatory that the contractor is required to undertake and submit inventory details of free issue and purchase materials on monthly basis to Owner/ Owner's representative as per the approved format of the owner along with RA bill. The inventory details shall be in correlation with the Daily progress and material reconciliation sheet.

20.3. After the final reconciliation is carried out as per timelines directed by Owner, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 120 (One Hundred Twenty) % of landed cost and shall be affected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus / scrap materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of unused, serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage.

Sr. No	Item	Scrap Allowance
1	PE Pipes	0.5% (Less than 5 Mtr. Length) of total length of the respective size commissioned
2	Equipments which unit of measurement is in number inclusive but not limited to PE Ball valves, Service regulator module, Gas meter, Regulator, Isolation & Appliance valves, Steel Reinforced Rubber Hose	0%

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

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

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



## **21.0. STATUTORY APPROVALS**

21.1. Owner shall obtain permissions from statutory bodies for laying of pipelines. Statutory bodies in this case are CPWD, PWD, NHAI, Urban Development Authorities, Statutory Authorities, Indian Railways, Municipality, Nagar palika, Panchayat office and any other Government Agencies who maintains the public lands and accord permissions for laying of the utilities. However, the liaisoning will be carried out by the respective contractors.

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

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

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

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

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

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

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

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

## **22.0. SITE CLEANING**

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



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

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

### 23.0. WORKMANSHIP

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

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

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

### 24.0. PENALTIES

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

Sr. No	Parameter	Service Level Agreement	Penalty
1	HSE Management		
1.1	Incident reported at VGL work site.	Zero Incident	• Rs. 20000 per *LTI
1.2	VGL Life Saver compliance	<ol style="list-style-type: none"> <li>1. Deployment of critical manpower including Project Manager / HSE and QA/QC In charge at site.</li> <li>2. Deployment of Critical equipments and Machineries "Fit for Use" at site.</li> <li>3. Wearing / Use of quality PPE's while working at site.</li> <li>4. Use of standard electrical equipments.</li> <li>5. Working without PTW at site.</li> <li>6. Working without</li> </ol>	<p>Following actions are to be initiated against observation of noncompliance at VGL site.</p> <ul style="list-style-type: none"> <li>• Warning letter to be issued.</li> <li>• If no improvement observed after issuing of warning letter, penalty to be imposed as below.</li> <li>• First Instance Rs. 2500/- Second Instance Rs. 5000/- within 3 months of first instance.</li> <li>• Third Instance Rs. 10,000/- within 3 months after second instance.</li> </ul>
*LTI (Loss time Injury)			

24.2. A disabling Occupational Injury which results from a work-related activity or from a single instantaneous exposure in the work environment and that results in a person being unfit for work beyond the day of the incident. Where the injured party returns to work on the following day but



subsequently must take time off as a result of the injury this shall count as a Lost Time Injury.

## **25.0. MATERIAL TO BE SUPPLIED BY THE CONTRACTOR**

25.1. Contractor will place timely orders on Owner's specified manufacturers/agencies so as to receive the material in accordance with the execution of project activities. The items and quantities shall be in accordance with the work to be executed and may be verified by Owner for its appropriations.

25.2. All material will be manufactured / supplied as per approved Quality Assurance Plan (QAP) issued by Owner from time to time. Material will be inspected by owner's appointed third-party inspection agency (TPIA), at contractor store and the charges of which shall be in owner scope.

25.3. Contractor shall arrange for proper storage of his material distinctly separate from free-issued material. Contractor shall require appraising Owner regarding cover area, lock & key arrangement of its safe custody, resources marked safe and proper receiving, stocking, issuing, maintaining all verified records on regular basis.

25.4. Contractor shall invariably submit copies of invoices, challans / packing lists, LR Copy, test certificate in line with QAP, material inspection report and guarantee/warranty certificate for each lot of material received at Owner's site.

25.5. All material should be covered under warranty for satisfactory performance for maximum period of defect liability of executed work. Any defect noticed during defect liability period shall be promptly attended as faulty material and corrective action must be contractor's responsibility.

25.6. Before commencement of work, contractor shall provide details of stores and site office established by him for the intended work. Failing which the allocation of work may be deferred by Owner. Also, the contractors shall submit details of tools & tackles under his possession required for execution of the work. Owner shall verify all these aspects before allocating work to the contractor.

25.7. The work includes Moiling or Horizontal Directional Drilling (HDD) at various locations by means of HDD machining of appropriate capacities. Contractor advised to apprise himself of all such requirements and confirm in writing to the owner of having HDD machines with him or having tie-up with some reputed contractor. Any delay during the executing due to non-availability of HDD machine shall not be accepted by Owner.

25.8. Contractor will not transfer any free issue as well as his supplied material to any other site/ any other contractor without prior written approval of the Engineer- In charge and their necessary material accounting movement.

## **26.0. Penalties & Incentives**

Sr No.	Target Achievement (%)	Penalty Criteria	Incentive Criteria
1	<80% Achievement	Rs. 50 penalty per deficit connection	No incentive
2	80%-100% Achievement	No penalty	No incentive
3	>100% – 150% Achievement	No penalty	Rs. 200 incentive per connection (applicable on monthly target derived on pro-



			rata basis) for additional connections
4	>150% Achievement	No penalty	Rs. 250 incentive per connection (applicable on monthly target derived on pro-rata basis) for additional connections
<b>Note: The achievement percentage shall be calculated based on the monthly target assigned to the contractor on a pro-rata basis.</b>			
<b>The incentive amount shall be applicable only on the incremental/additional DPNG connections achieved beyond the prescribed target limits and shall not be applicable on the base target quantity of nos. of DPNG connections/ per month.</b>			

## 27.0. TIME LIMIT FOR CLAIMS

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

## 28.0. RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS

**The Category of manpower is as under & accordingly wages to be paid as stated.**

- Supervisor – Diploma with 03 Yrs exp : Skilled rates of minimum wages

**Note:** The deployed person should be on the role of contractor and wages to be made should not be less than the Minimum Wages finalized by Central or State Government whichever is higher from time to time applicable for **Vadodara**.

A. The site is situated at Vadodara & wages will be applicable from time to time, rates of Vadodara (**Area B**). The contractor has to pay following wage components to the people engaged by him in VGL.

Sr. No.	Wage Components	Rates
1	Minimum Wage	Minimum wages shall be payable at the rate of wages as notified from time to time by Central Government or State Government whichever is higher and subsequently any escalation/de-escalation by the Govt Notification.
2	Provident Fund contribution including Employees Deposit Linked Insurance (EDLI) & Administrative charges	The rate notified by appropriate Govt under the EPF & MP Act 1952, for contribution and administration of (i) EPF scheme 1952 (ii) EPS, 1995 (iii) EDLI Scheme, 1976 prevailing on the days and subsequent amendment if any.
3	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's	The rate of contribution as prescribed by the Govt with specific notification and subsequent amendment if any as per Govt. Notification. In case the work centre is situated, in an ESI non-



	Compensation Act, 1923	implemented area/contract workers are drawing salary beyond prescribed ceiling under ESI, it must be ensured that the contractor/contracting firm should extend the coverage to the contract worker through Employee Compensation policy, to meet the compensation <b>Liability</b> under <b>Employee's Compensation Act 1923</b> along with Medical Liability. The liability of compensation & medical should be made with the insurance premium @ 4.75% of Minimum wages.
4	Bonus	8.33% of wage (The same may be paid to the contract workers during festival time or 8 Months from closure of accounting year under the Payment of Bonus Act, 1965 by the contractor) and submit the proof of payment of bonus in <b>Form – C &amp; Form – D</b> to VGL.
5	Death Gratuity	In case of Death or Disablement of contract worker during the execution of work under the contract, contractor has to pay the gratuity as per provision under the payment of Gratuity Act 1972 and submit the proof of disbursement.
6	Leave wages as per Factories Act/Rules or Shops & Establishment Act	Leave be regulated in terms of the factories Act/Rules frame there under. Other leaves be regulated as per statutory provision applicable in the state. Contractor to maintain proper record and register as prescribed under statutory provision and will paid Leave <a href="#">wages@8.33%</a> of minimum wage.
7	Overtime for working extra work/compensatory off	OT for working extra hours/compensatory off, to be provisioned in the contract value as per requirement of under the Factories Act, 1948 or shop & establishment Act of the respective state. Payment of overtime in the event of emergencies of work should be made & maintained in <b>Wage Register (FORM-B)</b> .
8	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948.	The contractor to provide safety kit & liveries (i.e. shirts, trousers, socks and safety shoes per year as per safety norms of VGL). The same shall be distributed in presence of VGL. The same may be provision with estimated cost @ 3% of minimum wages per person per annum.
9	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable.	Contract to regulate the same in line with the provisions under the maternity benefit Act 1961. Incase replacement is provided by the contractor in lieu of the women workers availing the maternity leave, her name should not be struck from Muster Roll/Attendance Register during the period of Maternity Leave.

## **B. The Employee Provident & Miscellaneous Provision Act 1952**

1. The Contractor shall have his own PF Code No. with the RPFC as required under Employee P.F. & Miscellaneous Provisions Act, 1952 and extend benefits of Employee Provident Fund





1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme, 1995 to contract workers deployed.

2. The contractor has to ensure compliance under Employees Provident Fund scheme 1952, Employee Pension Scheme 1995 & Employee Deposit Linked Insurance 1976.
3. The Contractor should submit copies of Separate **e-challan/ECR** in respect of contract workers engaged through this contract only with acknowledgement from PF office monthly. Common challan would not be acceptable in VGL.
4. PF is mandatory irrespective of the wages paid by the contractor to workers i.e. even workers drawing wages more than prescribe ceiling, has to be made to the member. The exclusion be carried out as per provision of EPF scheme 1952.

#### **C. The Payment of Wages Act 1936**

1. Ensure Monthly timely disbursement of wages through **E-Banking/Digital mode through Cashless transaction only.** And avoid illegitimate deduction & maintained records/return as prescribed.
2. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him at the latest by 7<sup>th</sup> day of the subsequent month.
3. After the disbursement of wages, the authorised representative of **Engineer-In--Charge** have to certify the payment of wages to the contract workers & sign the wage Register **Form – B** (under the Ease of compliance to maintain Register under various labour law Rule, 2017) jointly with contractor representative with specific seal detailing Name/ Designation/ Company.
4. The payment/ disbursement are to be carried out through **Net Banking/Digital Mode and certification is done based on the Bank statement in the same manner.**

#### **D. The Minimum Wages Act 1948**

1. Ensure the minimum wages as prescribed in the schedule above monthly without further bifurcation of the same. The minimum wages in case revision shall be revised and paid to the contract workers by the contractor ensuring statutory compliance under EPF Act & ESIC i.r.o. the revised wages. The rate of minimum wages declared by the Central Labour Department or State Labor Dept whichever is higher shall be made applicable during the tenure of contract.
2. Unless otherwise specifically mentioned in the special condition in contract, the contractor shall bear any upward revision in the rate Minimum wages, including but not limited to any kind of unprecedented or steep hike over & above the half yearly revision of variable dearness allowance from time to time at its cost during the tenure of contract period. **(For detail pls refer Clause no. 20.1 of SCC)**

#### **E. The Employee State Insurance Act 1948 (if applicable)**

1. The Contractor shall have his own ESI code no. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.





2. The Contractor should submit copies of **Separate e-challan/ECR** along with bank receipt/ bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.
3. The contractor has to arrange **Smart Card (i.e. ESI Identity Card)/e-pehchan Card** to contract labours engaged by him from the corporation.

**F. The Employee Compensation Act 1923**

In case the work place is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the contractor is required to take a POLICY from IREDA approved insurance company taking into consideration maximum **compensation liability (i.e. Rs. 10.86 Lakhs per Employee)** under Employee compensation (i.e. EC) and medical policy towards **medical expenses liability in lieu of ESI @ 3.25%** of wages annually extending coverage to all workers.

**G. The maternity Benefit Act, 1961**

In case of any contract woman worker eligible for benefit under the Act, the contractor should abide by the regulation and should not remove her name from **Employee Register (Form A)** during the period.

**H. The Payment of Bonus Act, 1965**

Contractor has to ensure the minimum bonus within the prescribe time frame under the Payment of Bonus Act, 1965 and submit the proof of payment of bonus in **Form - C & Form – D** under the act to VGL. Disbursement is to be carried out through **Net Banking/Digital Mode**.

**I. The Payment of Gratuity Act 1972**

In case of Death or disablement of a contract worker during the execution of work under the contract, the contractor has to pay GRATUITY as per provision under the Payment of Gratuity Act 1972 and submit the proof disbursement to VGL.

**J. Factories Act, 1948/Shop & Establishment Act**

Leave be regulated in terms of shop & Establishment Act/ the factories Act and Disbursement is to be carried out through **Net Banking/Digital Mode**.

**K. Provision of Compensatory Off/Overtime Act**

Compensatory off/Overtime wages are mandatory provision and be regulated as per the regulation and paid to the contract workers regularly. Contractor to ensure maintain records and register as prescribed.

**L. Contract Labour (R&A) Act, 1970**

1. The Contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Office of Labour Officer Licensing Officer, Central Labor Authority, Ministry of Labour & Employment, Govt of India having jurisdiction of the Region.



2. The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970, rules and regulations enforced from time to time.
3. The contractor shall ensure regular & effective supervision and control of the deployed contract worker and give the suitable direction for undertaking the contractual obligation and meeting all statutory obligations for genuineness and non-camouflaged state of the contract.
4. The contractor is solely responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
5. It shall be the duty of the contractor to ensure the disbursement of wages in presence of authorised representative of VGL i.e. Principal Employer.
6. In case the contractor fails to make the payment of wages within the prescribed period of make short payment, then VGL as Principal Employer, will make payment of wages in full or unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by contractor.

**M. Additional Responsibility of the contractor**

1. The contract shall be solely responsible and indemnify the VGL against all charges, dues, claim, etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
2. The contractor shall indemnify VGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
3. All personnel deployed by the contractor should be on the rolls of the Contractor.
4. No contract worker below the age of 18 years and above age of 58 years shall be deployed on the work.
5. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of VGL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
6. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
7. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc., is violated. The contractor shall indemnify VGL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
8. All existing and amended safety / fire rule of VGL are to be followed at the work site.
9. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages Act, 1948 and Payment of Wages Act, 1936.



10. In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money, etc., to the next kith & kin of injured / diseased. Contractor shall indemnify VGL from such liabilities.
11. The contractor shall not employ or permit to be employed any person suffering from any contagious loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a Civil Govt. Doctor.
12. employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / VGL will terminate the contract immediately and may refer the case to police.
13. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
14. The contractor hereby agrees to indemnify owner / VGL and harmless from all claims, demands, actions, cost and charges etc., brought by any court, competent authority / statutory authorities against Owner/VGL.
15. The Contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
16. The contractor to maintain all Register and other record at an office or the nearest convenient location within the precincts of the work place.
17. The Authorised representative of EIC/ EIC is authorised to certify the **Wage Register** maintained by the contractor and accordingly as and when attendance to be checked EIC can ask for such registers which must be submitted by the contractor or his representative to the EIC.

**N. Document to be submitted by the Agency/contractor to Engineer-In-Charge at various stages during the currency of contract**

**a. Immediately after issuance / receiving of Letter of Intent (LOI)**

1. Details as required for issuance of FORM-VII (Notice of commencement of work)
2. Application for issuance of Form-III (Form of certificate by Principal Employer) for obtaining Labour license from Licensing Authority for engaging 20 or more contract workers.
3. Copy of **Form VI (Labour License)** before commencement of work if 20 or more contract workers are engaged.
4. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
5. Copy of Employee State Insurance Registration Certificate issued by Concerned ESIC (wherever applicable) where ESIC is not applicable, copy of insurance coverage under Employee Compensation Act, 1923 of appropriate value.



6. Copies of ESIC card/E-Pehchan Card of person to be engaged in VGL (Where ESIC Act, 1948 is applicable)
7. List of persons along with Identity card & Designation, Employee No., PF Account, ESI Card No., Insurance Coverage No., etc.
8. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.

**b. At the time of submission of Monthly Bills**

- i. Copy of Wage Payment Register **FORM-B** (under the Ease of compliance to maintain Register under various labour law Rule, 2017) duly certified by authorized representative of the contractor & authorised representative of VGL. **“Certified that the amount shown in the column no. has been paid to the workmen concerned on Dtd. \_\_\_\_\_ By E-Banking Mode/Digital Mode”**
- ii. Copy of the bank statement duly certified by Bank as proof of Cashless Transaction/ payment of wages through Wages **E-Banking Mode/Digital Mode”** duly signed by each workman in original of current month.
- iii. Copy of Attendance Register **FORM – D**, Receipt of Professional Tax, Register of Recoveries **FORM C** of current Month etc.
- iv. Copy of Separate e-challan/ECR (Electronic Challan Cum Return) for the proof of Provident Fund contribution and ESI contribution deposit along with detail of employees, P.F. Account No., Contributions of employee and employer etc., for the current month.
- v. Dully filled in Proforma PFD as per **Annex – 01**
- vi. Copy of the wage slip issued to the contract workers duly signed.
- vii. Report like CNG sale, Running Hours, Preventive, Breakdown, consumption of spares etc

**c. Evaluation of Bill and Release of Payment**

Bill shall be evaluated based on the actual payment released/incurred under various heads of component as stated above. The contractor will submit as statement duly signed to the effect and the cost actually incurred as per timeline.

**d. At the time of closure of contract**

- i) **Indemnity Bond** of Rs 100/- Duly notified from Notary indemnifying VGL from all liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contribution, Insurance and other payment etc. **(Attached at Annex - 2)**
- ii) Copy of service certificate in **Form – VIII**.
- iii) Copy of **Wage Register** in Form – B for the last Month.
- iv) Copy of **Employment card** in Form - XII issued to contract workers.
- v) Copy of ECR related to EPF & ESIC compliance in respect of contract workers.
- vi) Details as required for issuance of **FORM – VII (Notice of completion of work)**
- vii) No dues / demands from all the workmen **(Attached at Annex -3)**



Before making of payment of last bill/invoice of the contractor, the appropriate authority (i.e. Payment Making Authority etc) in VGL, shall verify from ECR of PF/ESI through respective web portal, the detail status of the payment made by the contractor. In case the information furnished by the contractor is found to be incorrect VGL shall take appropriate action against contractor.

**e. Register, Records & Returns to be maintained by the contractor**

Registers & Record to be maintained by the contractor shall be complete and up-to-date and kept at the office or convenient building. In case of any call seeking information or statistics in relation to the contract labour at any time by an order in writing, the same should be provided without fail.

**a) Contract Labour (Regulation & Abolition), Act, 1970 & payment of Wages Act, 1936:**

During the currency of the contract, the contractor has to maintain record, registers and returns like:

1. **Employee Register** in FORM – A.
2. **Wage Register** in FORM – B.
3. **Register of Loan/Recoveries/Deductions** in FORM – C
4. **Attendance Register** in FORM – D.
5. **Employment card** in FORM – XII.
6. Issuance and Maintenance of **Wage Slip** in FORM – XIX.
7. Copies of **Half Yearly Returns** in FORM - XXIV

In case the records are made in electronic form, the same should be replica of the registers prescribed under the CL (RA) Act, 1970.

**b) Employee State Insurance Act, 1948 (if applicable)**

During the currency the contract, the contractor has to maintain register like:

1. Register of Employees in **FORM – 6**
2. Accident Book in **FORM – 11**

**c) Employees Provident Fund & Miscellaneous Provisional Act, 1952**

The contractor has to maintain the Eligibility Register & Online Return submitted in compliance Para 36B of the EPF scheme 1952. Copies of Nomination cum Declaration prescribed under the payment of Wages Act 1936. The Employees Provident Fund & Miscellaneous Provision Act therein, The ESI Act 1948.

**d) the Payment of Bonus Act, 1962**

Register showing the details of the amount of bonus due to each of the contract workers, the deduction under the section 17 & 18 and the amount disbursed, in **FORM – C**.

The contractor shall send a return in FORM – D to the inspector so as the reach him within 30 days after the expiry of time limit specified in section 19 for payment of Bonus.



**e) Factories Act, 1948/ Shop & Establishment Act**

The Contractor has to maintain the Wage Register in FORM-B as per provision of Factories Act, 1948/ Shop & Establishment Act of respective state and also make entries regarding Leave in the other column of the said register.

**f) The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017**

- i) Employee Register – FORM - A [see rule 2(1)]
- ii) Wage Register – FORM - B
- iii) Register of Loan/Recoveries – FORM – C
- iv) Attendance Register – FORM – D

**g) Additional Online Returns**

The contractor has to submit the online return submitted on Shram Suvidha Portal of Govt of India using Labour Identification Number (i.e. LIN)

**h) Others**

1. No bills/Claim shall be accepted for payment in case the either RPFC's or ESI challan/receipt, as above, is not furnished. However, under unavoidable circumstance Owner may deduct 16 (Sixteen) % of the payable amount from Contractor's running bill and retain the same as a deposit. Such retained amounts shall be refunded to CONTRACTOR only on production of RPFC / ESI challan/receipt for the period covered by the related running bills and in the event of failure to do so; the retained amount shall be treated/converted as recovery and shall not be refunded.
2. **Insurance:** Contractor shall at his own expense carry and maintain insurance with reputable insurance companies as follows:

**a] Employees State Insurance Act (Wherever applicable)**

**29.0. PRIORITY OF WORK**

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

**30.0. ACCESSIBILITY & SECRECY OF DOCUMENTS**

Accessibility to the documents of VGL shall be provided to the CONTRACTOR for performing the necessary activities as per requirement. The CONTRACTOR should maintain secrecy and should not divulge any information to any person/ Organization in India or abroad.

**31.0. ACCOMMODATIONTRANSPORTATION / MEDICAL**

The contractor shall make his own arrangements for the accommodation of his personal at respective locations and subsequent transportation arrangement for them from their place of residence to workplace or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor's Personnel.





### **32.0. RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES**

Nothing contained herein shall restrict owner from accepting similar service from other agencies, at its discretion and at the risk and cost of the contractor if the contractor fails to provide the said services any time.

### **33.0. CONTRACT CUM PERFORMANCE BANK GUARANTEE**

1. After finalization of the Contract, whenever work order is issued by the Owner, CONTRACTOR shall furnish to the Owner within 30 (Thirty) days from the date of issue of work order, an unconditional Contract Performance Bank Guarantee from a nationalized/scheduled bank of India or any international bank of repute having a branch in India for due Performance of the Contract for a sum equivalent to 03 % of the Annualized Contract Value. This Contract-cum-Performance Bank Guarantee shall be drawn in favour of the Owner and shall be initially valid for a period adequate to cover up to 90 days after end of defect liability period.
2. In the event, completion of work is delayed/ extended beyond the scheduled completion date for any reason, whatsoever, the CONTRACTOR shall have the validity of the guarantee suitably extended to cover the period mentioned above.
3. The Owner shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of the commitments entered into under this Contract and or in respect of any amount due from the CONTRACTOR to the Owner. In case CONTRACTOR fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security amount and no compensation for the works performed shall be payable upon such termination. Upon completion of the works as per completion schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/ guarantee for the work done by him or for the works supplied and their Performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall be in force from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC.
4. The CONTRACTOR shall also arrange for the Contract Performance Bank Guarantee to remain valid until the expiration of the guarantee period for the entire work order period.
5. In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the CONTRACTOR may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

### **34.0. ADDITIONAL IMPORTANT DOCUMENTS TO BE SUBMITTED:**

**Certificate for Undisputed Statutory Liabilities**  
**[Along with the Techno – Commercial Bid]**





Vadodara Gas Limited

“Bidder should not have any pending/ outstanding undisputed statutory liabilities (including GST, PF, ESIC, Service Tax, etc.) on the balance date for a period of more than 06 months as per audited financial statements of F.Y. 2024-25.”

In support of the same, bidder shall have to submit a letter from its Chartered Accountant/ Internal Auditor/ Statutory Auditor (as applicable) on their letter head certifying the above.

**Annexure 01****Particulars of PF Contribution for the Month of \_\_\_\_\_, 20\_\_\_\_\_**

- 1 Name of the Firm/Agency/Contractor :
- 2 Nature of Contract :  
(Job/Service contract, AMC, O&M, Petty contract, Security, Seasonal)
- 3 Postal address of the Contractor: :
- 4 Phone No. of the Contractor: :
- 5 Fax No. of the Contractor: :
- 6 Address of PF office from where EPF Code No. has been allotted: :
- 7 EPF Code No. allotted by PF office :
- 8 Address of ESIC office from where ESI Code No. has been allotted :
- 9 ESI Code No. allotted by ESIC office :
- 10 Period of Contract: From \_\_\_\_\_ to \_\_\_\_\_ :
- 11 Extension Period of Contract, if any from \_\_\_\_\_ to \_\_\_\_\_ :
- 12 Place where contract workmen are working \_\_\_\_\_ :
- 13 Labour License No. \_\_\_\_\_ Dtd. \_\_\_\_\_ :
- 14 Validity period of Labour License From \_\_\_\_\_ to \_\_\_\_\_ :
- 15 Details of Deposition of contribution towards EPF :
- 16 EPF Challan No. \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_ :
- 17 Details of Deposition of contribution towards ESI :
- 18 ESI Challan No.: \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_ :

Detail of Contract labour engaged by the contractor

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

Authorized Signatory



**Annexure 02**

**Indemnity Bond to be executed on ₹ 100 Stamp Paper duly notified from Notary**

WHEREAS **Vadodara Gas Limited** (hereinafter referred to as VGL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at SHRI MUNI COMMI Gas Office, Gas Office Building, Dandiya Bazar, Vadodara - 390001 has entered into a CONTRACT with \_\_\_\_\_ (**name of the contractor**)” (hereinafter referred to as the (‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at \_\_\_\_\_ for ₹ \_\_\_\_\_ (contract value) for \_\_\_\_\_ (“**NAME OF THE WORK**”) for a period of “\_\_\_\_\_” and on the terms and conditions as set out, inter-alia in the Work Order 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.

VGL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of VGL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labourers / vendors/ sub- contractors /partner etc who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of VGL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified VGL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to VGL forthwith, on demand, without protest the loss suffered by VGL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with VGL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of VGL arising from any such contract/case for which VGL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged/revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor 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 claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

Place:  
Date:

Signature of Authorized Representative



Vadodara Gas Limited

**Annexure 03**

**No Due Certificate from Workmen**

Date: \_\_/\_\_/\_\_

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**

FOI / LOA No:

I  
Mr.....S/o.....  
.....residing at..... Hereby certify that I do not have any dues towards salary, Bonus, Leave wages etc against the above mentioned work. If any dispute arises in future for any liability, I undertake to resolve such disputes without involving Vadodara Gas Ltd.

Name\_\_\_\_\_

(Signature of Employee of the contractor)



**Annexure 04**

**Undertaking  
(To be submitted along with un-priced bid)**

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed VGL/Owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder \_\_\_\_\_

Name of Bidder \_\_\_\_\_

*Name of Bidder*.....



**Annexure 05**

**Certificate for Undisputed Statutory Liabilities**

We have verified the Books of Accounts and Other relevant records and documents produced before us and information and explanations given to us by M/s \_\_\_\_\_, having registered office at \_\_\_\_\_ and accordingly we hereby certify that M/s \_\_\_\_\_ not have any pending/outstanding undisputed statutory liabilities (including GST, PF, ESIC, Service Tax, etc.) on the balance date for a period of more than 06 months as per audited financial statements of F.Y. 2024-25.

Chartered Accountant

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.:

(To be submit on CA's Letter Head duly signed stamped)



**Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty-four (12) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, Vadodara Gas Ltd shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable upto the date of occurrence of such force majeure





**Performa for Contract Agreement**

**REFERENCE:**

**LOA No.:**

Contract Agreement for the Services of \_\_\_\_\_ of Vadodara Gas Limited made on \_\_\_\_\_ between \_\_\_\_\_ having their office at \_\_\_\_\_, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Vadodara Gas Limited 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 services 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 Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, 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 Services 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 Services 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 Services, 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 Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.



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

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services 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 Services 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 Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

**AND**

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, 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 Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider 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 Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simplicity 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 Service Provider shall have no right to claim over the same and such excavation and materials should be disposed of on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.



Vadodara Gas Limited

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 the Employer

**M/s Vadodara Gas Limited,  
Vadodara**

**Date :**  
**Place :**

**In Presence of Two Witnesses**

- 1.
- 2.

Signed and Delivered  
for and on behalf of the Service Provider

**M/s \_\_\_\_\_,**  
\_\_\_\_\_

**Date :**  
**Place :**

- 1.
- 2.



**Contract cum Performance Bank Guarantee**

After finalization of the Contract, whenever work order is issued by the Owner, CONTRACTOR shall furnish to the Owner within 30 (Thirty) days from the date of issue of work order, an unconditional Contract Performance Bank Guarantee from a nationalized/ scheduled bank of India or any international bank of repute having a branch in India for due Performance of the Contract for a sum equivalent to **03% of the Annualized Contract Value**. This Contract-cum-Performance Bank Guarantee shall be drawn in favour of the Owner and shall be initially valid for a period adequate to cover up to 90 days after end of defect liability period.

In the event, completion of work is delayed/ extended beyond the scheduled completion date for any reason, whatsoever, the CONTRACTOR shall have the validity of the guarantee suitably extended to cover the period mentioned above.

The Owner shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of the commitments entered into under this Contract and or in respect of any amount due from the CONTRACTOR to the Owner. In case CONTRACTOR fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security amount and no compensation for the works performed shall be payable upon such termination. Upon completion of the works as per completion schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/ guarantee for the work done by him or for the works supplied and their Performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall be in force from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC.

The CONTRACTOR shall also arrange for the Contract Performance Bank Guarantee to remain valid until the expiration of the guarantee period for the entire work order period.

In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the CONTRACTOR may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.



Vadodara Gas Limited

**Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit  
(On Non-Judicial Stamp Paper of Appropriate Value)**

<b>To,</b> <b>M/s Vadodara Gas Limited</b>  <hr/>	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (expiry date)</b>	
	<b>Claim period up to (There should be three months gap between expiry date</b>	
	<b>Stamp Sl. No./ e-Stamp Certificate No.</b>	

**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 Vadodara Gas Limited having registered office at Shri Municipal Commissioner Gas Project Office, Gas Office Building, Dandia Bazar, Vadodara – 390 001, Gujarat (herein after called the “VGL” 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 -----) 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 VGL, 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 VADODARA GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse or reference to the contractor to VGL in such manner and at time, as VGL 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.



Your right to recover the said sum of Rs.----- (Rupees -----) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.----- and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

3. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or changes of constitution or insolvency of the said supplier/contractor or any change in the legal constitution of the Bank or of VGL 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.
4. 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 VGL 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 VGL. 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.
5. Bank also agrees that VGL 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 VGL may have in relation to the supplier's/contractor's liabilities.
6. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by VGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Ahmedabad.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.



Vadodara Gas Limited

9. Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
 . . . . . (currency in words only) . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_ (this date should be expiry date of defect liability period / guarantee period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum 03 months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of VGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

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





**Instructions for Furnishing**  
**"Contract Performance Security / Security Deposit" by "Bank Guarantee"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than ₹ 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. In case claim period is not mentioned or same date is mentioned against validity and claim period, then the date of validity of BG shall be considered as three months prior to such date.
6. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security.

**Please refer VGL's bank details as per below:**

**Account Number: 139605000565**

**IFSC Code: ICIC0001396**

**Bank Name: ICICI Bank, New Lehripura  
Road Branch, Nyay Mandir, Vadodara.**



Vadodara Gas Limited

## **Section – V**

### **Scope of Work [SOW]**



**PTS - Installation of above Ground GI Piping & Fittings for domestic Connections**

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## 1.0 Introduction & Scope

Vadodara Gas Limited is currently operating 30 CNG stations, Including 04 Mother Station, 02 Online Station , 26 Daughter Booster Station. The average CNG sale is around 95,000 Kgs per Day. VGL is currently supplying Piped Natural Gas to 2,21,000 Domestic Consumers, 2,800 Nos of Commercial Consumers and 26 Nos of Industrial Consumers.

The main scope of the work is to provide the Last Mile Connectivity to Domestic PNG Customer for which free issue material such as Domestic Meter, Regulator, Gas Tap, Ball Valve, Rubber Hose will be supplied by VGL. All the other GI fittings, Meter Adaptor, RCC Guard, Transition Fitting, 20 mm MDPE Pipe and all other GI fittings related material as per the Technical standards will be in the scope of contractor. Contractor must submit the TPI clearance report along with the purchase invoice of the contractors supplied material regular basis.

This technical specification defines the basic guidelines to develop suitable construction methodology for carrying out different activities listed out in the schedule of rates of this tender.

Compliance with these specifications and / or approval of any of the Contractor's documents shall in no case relieve the Contractor of his contractual obligations.

## 2.0 Definitions

Owner/ Client	Vadodara Gas Ltd., (VGL)
<b>PTS</b>	Present "Particular Technical Specification" and its entire appendix, if any
TPIA	Third Party Inspection Agency to be appointed by VGL at Site
QAP	Quality Assurance Plan
EIC	Engineer-in-charge
Vendor	The person(s), firm, company, organization from whom Client / Contractor procures materials
Contractor	The person, firm or company to whom the Work Order is addressed
Cumulative Length	The riser length (excluding lateral tapping) shall be considered and averaged out among all the households, whereas the lateral piping shall be included only for one particular connection

## 3.0 Scope of Work

1. Generally the following shall constitute the Contractor's scope of work but not limited to:.

3.1 CONTRACTOR shall prepare functional schedules and resource based on Scheduled of all the disciplines for the following:

- Procurement Schedule
- Construction Schedule

3.2 Contractor has to submit the Construction/Execution procedures and manpower list to be deployed at site before commencement of work to Owner's representative in line with the VGL issued Technical specifications and QA/QC plans.



- 3.3 Prior to commencing any work on site, contractor shall obtain the permission for work from the concerned authority/ house owner and EIC.
- 3.4 Above ground GI (Galvanized Iron) pipe installation at Domestic customer premises and conversion of burner in case of Domestic connection as per the guidelines/specification given in this document
- 3.5 Tap-off from PE service/main PE pipe line (Ground Connection), Installation of GI pipes, transition fittings to connect domestic connection.
- 3.6 Day to day coordination with concerned authorities/ Society secretary/ House owner for smooth working at site, Also Contractor shall not sign / execute any agreement and/or undertaking of any such documents which amounts to be undertaken by Owner and which shall only be signed and executed by Owner
- 3.7 Selection of route with the EIC / TPIA and marking the same on walls/floors between 'transition fitting' to 'cooking oven/stove/appliance',
- 3.8 Transportation, loading, unloading of Owner's supplied materials from Owner's designated stores to contractors store and then at site is in contractor scope.
- 3.9 Supply and Installation of powder coated GI pipes between transition fittings (installed by PE contractor) to customer's kitchen appliances including BSPT threading on GI pipes, supply and application of TEFLON tape on threads to join fittings like elbows, tees, brass adaptors, regulators, meters, appliance & isolation valves etc. for leak proof installations, as per laid procedures and specification including clamping. Colour touch up to be done on installed GI pipes after testing of the entire connection.
- 3.10 Supply of GI clamps and necessary screw and nuts for installation of GI pipes as per the specification given in this document Conversion of all types of LPG kitchen appliances to NG based appliances & to take customers Sign on Job card.
- 3.11 Demonstration to the Customer regarding safe usage of Natural Gas, Guidance on do's and Don'ts in case of leakage, safety and maintenance related aspects of NG based appliances and installations.
- 3.12 Pneumatic testing and commissioning of the GI installations, meters, valves etc. as per specification and hand over the same to Owner/Customer to the entire satisfaction.
- 3.13 Dismantling of scaffolding/temporary structures and cleaning and restoration of the site to its original condition.
- 3.14 Restoration of walls (cementing on brick holes), flooring and other damages during execution of the above ground installation work Any other activities which are not mentioned/covered explicitly above, but otherwise required for satisfactory completion of the installation works shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule at no extra cost to Owner.
- 3.15 All materials, equipment, trailers for transportation, loading, unloading, stringing etc. for Owner's supplied materials is in contractor scope.



- 3.16 Receipt of Free issue materials from Owner's stores, loading, and transportation, unloading at project site proper storing, stacking and identification.
- 3.17 Provision and maintenance of proper store by the contractor near to the work area. Also ensure proper stacking, providing security, and insurance cover during storage and handing over the balance free issue materials to Owner.
- 3.18 The Contractor shall ensure removal and disposal of all waste materials and packaging.
- 3.19 The Contractor shall supply all necessary equipment and power sources to execute the work.
- 3.20 The testing, purging and commissioning of installation has to be done to Owner's requirements. Pressure testing shall be carried out with air/nitrogen, and no other test medium may be used. Nitrogen cylinders shall be provided by the contractor. Nitrogen shall be supplied in labelled, tested and certified cylinders, and complete with all necessary regulators, hoses and connections which shall be in good order and working condition. No extra payment will be made for any delays incurred, or repair or rectification work found necessary as a result of test failures, where this is the result of faulty workmanship or negligence on the part of the Contractor.
- 3.21 Handing over the completed works to Owner for their operation/use purposes.
- 3.22 Maintaining the PNG installation till the commissioning and hand over to O&M
- 3.23 Returning surplus material to Owner stores after obtaining clearance from TPIA/Consultant/ Owner, reconciliation of free issue material/consumables.
- 3.24 Rectification of defects arising due to poor workmanship during defect liability period of service lines/installations handed over to Owner.
- 3.25 Test certificates of all contractor procured materials shall be submitted to TPI/Owner's representative for their record.
- 3.26 Any other activities not mentioned/covered explicitly above, but otherwise required for satisfactory completion/operation/safety/statutory/maintenance of the works as per instruction of EIC shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule at no extra cost to OWNER

#### **4.0 Material, Manpower, Equipment and Machinery**

##### **Material to be supplied as a free issue material**

- 4.1 Owner will supply following materials. Other than mentioned below shall be supplied by contractor as per attached technical specification to complete the laying of service pipelines and Dom. /Com. PNG connections.
  - Domestic/Commercial - meter/industrial Metering skid.
  - Domestic/Commercial - Gas Pressure Regulator
  - 1/2"NB or 1" NB Isolation valve
  - Appliance valves (Gas Tap)
  - Steel reinforced rubber hose



- 4.2 Material reconciliation statement of free issue material duly certified by Owner's representative shall be submitted to Owner on monthly basis along with RA bill.
- 4.3 In case Isolation Valve/ Gas Tap/ Rubber Hose is not available with VGL but available with the contractor, then at sole discretion of VGL, contractor may utilize the same after approval of VGL. Contractor in case of material non availability at VGL stores, Contractor can purchase the material as per technical standards and as per VGL's Tendered approved rates from VGL's authorized vendors with prior approval of VGL.

**Material to be supplied by the contractor:**

- 4.4 The supply of items as indicated in SOR shall be strictly as per relevant Technical Specifications enclosed with the Tender and as per guidelines of various clauses of SCC and SOR.
- 4.5 Following materials shall be supplied by the contractor scope of work but not limited to:
- 20 mm OD PE -100 Pipe , SDR - 9
  - Powder coated 1/2" NB or 1" NB GI pipes
  - Powder coated 1/2" NB or 1" NB GI fittings
  - Inlet/outlet brass adaptor for Meter / Regulator
  - Clamp required for fixing of Steel reinforced rubber hose
  - Powder coated MS Pipe Clamp with Screw and Nuts.
  - RCC Guard.
  - PE to GI Transition fittings.
  - Nozzle for Burner conversion
  - Required all consumables like PTFE tape, roul plugs
- 4.6 All materials shall be handled safely and stored properly in a permanent, covered, lockable store/warehouse preferably near site in such a manner as to prevent any damage to the materials from scratching, gouging, indentation, excessive heat, oxidization effect or by contact with any sharp objects or chemicals. The PE/GI pipes and fittings shall be stored in covered storage to protect material from sunshine, rain etc.
- 4.7 The Contractor shall procure material from approved vendors only mentioned in this document. Final inspection at Contractors stores shall be carried out by Owner representative / Third Party Inspection Agency duly appointed by Owner.
- 4.8 Contractor should ensure that any material which are procured by them to be inspected prior to dispatch from contractor store to site for installation by Owner representative / Third Party Inspection Agency as per the test certificate of materials provided by manufacturer.
- 4.9 Owing to the technical requirements or otherwise, Owner reserves the right to amend / vary / modify the material requirement and/or specification at any time during the period of the Contract. The financial implication, if any, would be mutually discussed and agreed for which Contractor would fully Co-operate with Owner.
- 4.10 Owner has provided the specification for the material in the scope of the Contractor for procurement and use. However in case, due to omission or otherwise, any specification is not provided, the Contractor shall approach the Owner and obtain approved specifications in writing prior to the actual procurement and use of the material. It may be noted that





considering the safety aspect, Owner would approve the specification of all material to be used for the execution of the contract.

#### **4.11 Equipment & machinery to be supplied by contractor**

The Contractor shall provide labour, tools (such as Hammer, Drilling machine, Piston Drill, PE/GI Pipe Cutters, Dies for BSPT threading, Pipe wrenches, spanners, conversion kits,.) in specified numbers. This will include but not limited to list of specialised tools and tackles indicated in Annexure#1.

Special tools shall be required at site for carrying out drilling work in walls other than Brick or RCC (Ex. Granite, Marble, Wooden, Glass Cutting etc.)

The contractor has to ensure the availability of DG sets for continuous power supply. In case the power supply is taken from societies, individual residents, contractor shall settle the claims raised by the electricity providers if any without cost implication to OWNER. In case contractor doesn't settle the claims for using the electricity from societies/individual residents, on demand by the providers, OWNER will settle the claims and the same will be deducted from the contractor's bills. The progress of work shall not hamper due to non-availability of power supply.

The contractor has to submit the valid calibration certificate for Pressure gauges.

Contractor shall submit the manufacturer test certificate / lab test certificate for all items procured by him for verification/approval before commencing the execution.

No hiring of equipment's, tools and tackles by the contractors is allowed at the site. In case, any contractor is found in possession of tools and tackles not enlisted as per annexure1, penalty will be levied as per SCC which shall be deducted from the running bill and EIC may stop the work.

##### **4.11.1 Plant and Equipment**

All vehicular type machinery shall be in good working condition and shall not cause spillage of oil or grease. To avoid damage to paved surfaces, the contractor will provide pads of timber or thick rubber under the hydraulic feet or outriggers of machinery.

##### **4.11.2 Sealant, Grout**

The contractor shall be responsible to arrange the supply of any consumable sealant or ready mix grout material required for restoration of holes. The sealant/grout supplied by the contractor shall be compatible with the area to be restored / rectified. No separate payment for the supply of sealant and grout shall be made to the contractor.

##### **4.11.3 Clamps, Roul Plugs, Screws and Nozzles etc.**

The Clamps, Brackets for meter, Roul Plugs, Screws, Nozzles, etc. shall be approved lot-wise by EIC prior to installation. Re-drilling (Simmering) in existing appliance (burners) nozzles is strictly not permitted. The quality of materials procured shall be approved as directed by EIC.



#### **4.11.4 Consumables Items**

- Special Consumables such as Teflon Tapes shall be supplied by the contractor and are included in installation rates.
- These consumables shall be of reputed make companies and required grades/class as per the vendor list given in this document.

#### **4.11.5 Other Materials**

The contractor shall supply the following items wherever required:

- All materials required for work,
- BSPT threading, pipe jointing, testing etc.
- All signs, barricades, lights and protective equipment.
- All material required for working at higher floor levels (i.e., scaffolding, Ladder, safety helmet and PETZL Supplied safety harness etc.). No other safety harness other than PETZL shall be allowed at site.
- All paints for touch-up works of GI Pipes and fittings, required are to be supplied by the contractor and are included for within the rates. All items not expressly mentioned in the contract but which are necessary for the satisfactory completion and performance of the work under this contract.

#### **4.12 Acquisition, Receipt and Storage of Materials**

The Contractor shall collect Free Issue materials as mention above from Owner's designated stores near to the site or VGL Office as advised by the EIC.

The contractor shall carry out assessment of material required for GI installation in allocated area. After approval from Owner, contractor shall place order for purchasing Bought out items) to anyone of approved vendors as per the list attached in the tender document. The contractor shall also ensure that the materials shall be as per QAP enclosed in the tender. The inspection of these materials shall be carried out by Owner appointed third party inspection agency / EIC. It is contractor's responsibility for providing relevant test certificates for verification at their own respective store.

Any other activity not mentioned / covered, explicitly, but otherwise required for satisfactory completion / operation / safety / statutory / maintenance of works shall also be covered under scope of work and has to be completed by contractor within specified schedule at no extra cost to Owner. The Contractor shall carry free issue material in such a manner as to prevent damage during transportation and handling.

The Contractor shall be required to submit inventory details of materials every month along with RA Bill.

The Contractor shall maintain log book at their respective stores stating issue and availability of free issue material at any given day. Further, it is mandatory for the contractor to submit inventory details of free issue and purchased materials on monthly basis to Owner's representative as per the approved format of the owner. The inventory details shall be in correlation with the Daily progress chart and material reconciliation sheet.



## 5.0 Issue of Work Instructions

5.1 The contractor will be required to carry out GI installation in the areas where PE network commissioned/laying is under progress. . A general scheme of distribution to domestic consumer is indicated in enclosed drawing (TE-IND - STD - G - M - 9011, 9013, 9015) for reference. It may vary in case of individual and multi storied flats.

5.2 The schedule of items of GI installations have been described in brief and shall be held to be completed in all respect including safety requirements as per PTS of HSE, tests, inspection, QA/QC works, enabling and sundry works. The payment shall be made against completed and measured works only. No extra works whatsoever shall be considered in execution of these items.

## 6.0 Progress of work

The contractor shall proceed with the work under the contract with due expedition and without delay.

Contractor shall assess the material requirement of the allotted area and submit the schedule plan for execution & purchasing before start of actual work.

The EIC may direct in what order and at what time the various stages or parts of the work under the contract shall be performed.

Contractor has to regularly submit at his own cost the following reports in agreed formats and frequency by owner.

- Daily Activity Report (Daily progress / planning as per the format in Annexure shall be submitted to Engineer In charge daily morning.
- testing reports,
- Equipment and Manpower deployment status report ( Monthly)
- Material Consumption & Inventory report. (monthly)
- Material Reconciliation reports (Along with every RA bill)
- Approved Deviation statements (as and when required),

Job Execution i.e. providing the Last Mile Connectivity to Domestic Consumer shall be strictly provided as per the provided work order of VGL / EIC only and daily progress report or update shall be provided on the same list only.

No compliance of the same will be served with the maximum 3 notices on E Mail or In Hard copy and on the repetition of the same thing fourth time contract will be terminated at sole discretion of VGL.

## 7.0 Work Sheets

7.1 The quantities of GI pipe and other details will be incorporated in JOB cards, The job card shall be signed by TPIA / EIC and customer at his premises.

7.2 If JOB card submitted are illegible, incomplete or incorrectly booked they will be returned to the contractor.



## 8.0 Permissions / Approvals

8.1 Contractor shall be responsible for obtaining permissions from society management, individual resident sand any other concerned authority, if required, for completion of the work. Contractor must take the prior appointment from the residents for carrying out the work.

8.2 All the contractor manpower shall carry and wear identity card during approach or execution of works at customers issued by contractor.

8.3 It is the contractor's responsibility to inform and co-ordinate with the concerned local authorities and also with other utility agencies before and after the commencement of work at site. To ensure smooth execution of the work on a day-do-day basis, the contractor has to liaison with respective authorities. The contractor shall plan and ensure that work taken up under a single permission shall be completed within the stipulated

8.4 Time period and permission revalidation process is avoided. No separate liaison charges are liable to VGL for permission revalidation cases. It is the responsibility of the contractor to obtain "No Objection Certificate" (NOC) from land owing agencies/Statutory bodies after completion of the restoration to their satisfaction and Liaoning with them for refund of the security deposit / bank guarantees submitted by VGL for obtaining permissions on production of documentary evidence.

8.5 The contractor shall coordinate with the relevant authorities for execution of job in line with approvals / the proposed pipeline route drawings. The inspection of work by statutory authorities shall be the responsibility of the contractor without any extra cost to VGL.

8.6 In case contractor delays laying of pipeline/installation work, the work or part of work may be offloaded to some other contractor on his risk and cost.

8.7 Any change / addition in construction specifications required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor without any extra cost to VGL. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contract from any of his responsibilities under this contract

8.8 The CONTRACTOR shall work in close consultation/coordination with the EIC.

8.9 The contractor shall not sign/execute any agreement and/or undertaking on any such documents which amounts to be undertaken by Owner. The same shall only be signed and executed by Owner, however, the contractor shall also liaison and coordinate for the same.

8.10 The necessary coordination, liaison and arrangements for inspection and approval shall be the contractor's responsibility. Inspection and acceptance of the work by authority shall not relieve the contractor from any of these responsibilities under this contract. The contractor shall plan the execution of work in such a manner so that all the registered customers are attended in phased manner. However, it is the contractor's responsibility to fix a firm appointment with the consumer for carrying out the work.

8.11 A log book/job card for such appointments with Consumer/any other agencies shall be maintained and the schedule/appointment once taken shall be adhered to by the contractor. TPIA/EIC shall review the records every week. The contractor shall submit the detailed list of RFC/Conversions and balance work on Registrations at least once a week as per approved format.



8.12 The contractor is also required to obtain a “Labour License” from the Assistant Labour Commissioner of respective Administration/Central Govt and others if any.

8.13 It will be the contractor’s responsibility to familiarize himself and comply with, any other local rules, regulations or statutory requirements applicable to the work.

8.14 The contractor has to take responsibility of the actions of supervisors, plumbers and helpers provided by him.

## **9.0 Reference Specification, Codes and Standards**

The contractor shall carry out the work in accordance with the requirement of latest relevant applicable standards, Tender specifications, Owner’s Engineering Standards; relevant Oil Indian Safety Directorate (OISD) norms, PNGRB Regulations(T4S), ASME B31.8-Gas Transmission and Distribution Piping Systems.

If the contractor finds any discrepancy, ambiguity or conflict in between any of the Standards and the contract documents, then this should be promptly referred to the EIC for his decision, which shall be considered binding on the contractor.

## **10.0 Right-of-Use Survey and Marking**

The route of the pipeline to be installed shall be decided with consent of the consumer and Site Engineer/EIC. Contractor must ensure that the plumbers/workers/supervisors/ working at site shall have proper identity cards prior to entering the premises of the consumer.

No temporary or permanent deposit of any kind of material resulting from the work shall be permitted in the approach or any other position, which might hinder the passage and / or natural water drainage, or any area where there is objection from consumer.

The contractor shall obtain necessary permissions from land Owners and tenants and shall be responsible for all damages caused by the construction and use of such approaches, pavements, gardens, rooms, walls, roof etc., at no extra cost to Owner.

Owner/TPIA and the contractor at each premises or housing colony to be supplied with PNG will conduct a joint survey. The survey record will note Customer details, the potential gas supply points and proposed meter positions and estimates of material quantities. The contractor’s representatives will make as sketch of the agreed pipe routes,

The contractor will be responsible for contacting the Customer and making the necessary arrangements for access and appointments to carry out the work. Owner will not be responsible for any time lost due to failed appointments or disputes with Customer

The contractor shall confine its operations within limits of the Right in use. The contractor shall restore any damage to property or utility.

The contractor shall also carry out all necessary preparatory work if needed to permit the passage of men and equipment. Lights, Curbs, signs shall be provided wherever and/or required by the Owner necessary for safety of public.



**Following guideline shall be followed during the route selection for GI pipe installation by the contractor as well as Owner's engineer**

**A. For Working at Height (For Steel / G.I. Riser Installation)**

- The work to be carried out at height any location is evaluated for potential injury due to fall of a person or fall of object from height and compliance requirements are identified as applicable.
- Prior to start of the job at height, joint site visit is carried out with Owner's representative for following purpose:
  - Carry out Site Specific Risk assessment (SSRA)
  - Select the G.I Riser installation site for safe execution, identify control measures considering site condition
  - Ensure minimum 15 feet distance from G.I Riser to nearby overhead HT electrical cables. In case, distance is less than 15 feet, Riser installation work shall not be executed and intimation to Owner's representative in writing.
- Obtain Permit to Work (PTW) prior to execution
- Use Inspected, Tested & Certified "Fit for Use" Rope access system (PETZL equipment)
- Ensure availability of permanent fixed structure for perfect anchoring of fall arrest harness at top of the building
- Ensure deployment of medically fit, competent & authorized plumber team at site
- Ensure proper cordoning of working area, control unauthorized access and keep personnel & public clear of the working area using warning signs and barriers.

**B. For Lateral Installation / Customer Premise (G I Pipe)**

- Pipe shall not be installed on un-plastered wall or in the house under construction or in an unventilated void space.
- Route shall be selected so that maximum length of the pipeline shall be installed outside and of the shortest possible length.
- It shall be with minimum change of directions and minimum no of threaded joints.
- It shall have maximum two Points in the single kitchen for gas stove only.
- Compound gate or doors and windows inside the house shall not hit the Gas pipeline, if no alternative route found, installs proper pipe protection guard.
- GI pipe installation should be a minimum 300mm away from heat source and Electrical installations. If it is not possible for G.I. installation then suitable protection should be given.

If the G.I. pipe installation is carried out inside cupboards, there should be a provision for adequate ventilation like louvers/holes in cupboard doors and also avoid threaded joints inside.

**Positioning of Valves, Regulator & Meter**

**Riser Isolation Valve**

- For apartments, one riser isolation valve shall be provided at a height of 2 meter from the ground level.
- Customer wise individual main isolation valve shall be installed.



### **Meter Regulator**

- Regulator shall be installed in such a way that it reduces the length of H.P. Line (Max. pressure 0.1 Bar) to minimum possible.
- Wherever possible meter Regulator shall always be installed outside residence and at a convenient height.

### **Gas Meter**

- It is advisable to install Gas Meter shall in such a way that it shall be protected from direct rain or waterfall on the meter. Location of the Gas meter shall be decided during the route selection.
- Meter shall be installed at convenient height so that it is easy for the meter reader to take correct readings.
- The meter shall never be positioned very near to Electric Line/installation. A minimum distance of 300 mm shall be maintained.
- Brass Meter adaptor and Brass regulator connector shall be used as per approved VGL specification and drawing.

### **Appliance Valve**

- The position of the appliance valve shall be convenient to operate and it shall keep the rubber tube at a safe distance from the heat source.
- The orientation and distance from cooking platform/ground shall be maintained in such a way that the Bending Radius of the Rubber Tube shall be more than 100mm.
- Appliance valve shall be installed in ventilated space and the lever of appliance valve shall not foul with the wall during the on-off operation.

### **GI Pipe Cutting & Threading**

- After site and route clearance, the measurements for pipe cutting shall be taken and pipes shall be cut accurately as per the required lengths.
- If the length of pipes is not correct, the threaded joints come under heavy stresses, which may ultimately cause gas leakage.
- The Pipe ends to be threaded must be cut at right angle by using proper pipe cutters.
- Installed piping threaded connections / joints shall be tightened in such a way that all the joints shall be free from heavy stresses and misalignments due to incorrect pipe length.
- The condition of thread die and pipe vice jaws shall be checked regularly and shall be free from defects.
- BSP taper thread dies to be used for threading and shall be checked with “GO” and “NOGO” gauge.
- Cutting fluids (oils) shall be used while thread cutting.
- Threaded pipes shall be handled carefully so that the threaded oily portion shall be free from dust, mud, water and any damage due to impact of any object.
- Cutting burrs on the pipe shall be removed from the edges. The edges shall be straight and free from Knife-edge formation.





### **Steel / G.I. Pipe Riser & Domestic Installation**

Working at height should be avoided if weather conditions could endanger health and safety of personnel.

Ensure that risks from falling objects (Drill machine, spanners, screw drivers, clamps etc.,) are properly controlled.

Teflon tapes shall be wrapped on threaded portion of the pipe with minimum three overlaps. The Teflon tap should be of approved make.

The no of clamps shall be adequate. The pipeline portion containing the Regulator and Meter, either horizontal or vertical, shall have clamps on both side of the regulator and meter. Clamps shall be fitted in such a way that they do not create misalignment of pipes.

The clamp shall be installed by drilling 6 mm hole in plastered wall and screwed using rowel plug.

Distance between two clamps shall not be more than 1.0 meter.

Clamps shall be installed in a straight line and shall be parallel to each other.

The clamps shall be fixed properly on the walls and should grip pipe in position.

For wall crossing, drill the hole with the help of electrical drilling machine in such a way that plaster and tiles shall not be damaged. It shall be ensured that there is no concealed wiring or any other fitting on the opposite side of the wall for a particular location of drilling

- Self-adhesive anti-corrosive tape shall be wrapped on the pipe with 50% overlap.
- Casing sleeve shall be installed in wall for wall crossing.

Alignment of the pipeline shall be maintained.

Wherever compound gate, house door or window may hits the G.I. pipe, protection clamp shall be installed to protect the pipe.

Concealed piping shall not be done.

All the pipes shall run on walls with clamps. Pipe should not be overhung and shall not be installed without pipe clamp.

Wherever powder coating is peeled off during fitting and tightening of the pipe, touch up shall be done after the installation is completed by two coats of approved paint.

Prior to installation all pipes and fittings shall be checked internally to ensure that they are free from any obstruction.

PE to GI (transition fitting) threaded joint shall be provided above ground.

PE pipe length should be 1.5 mtr. of transition fitting.

For idle point/future point only Hollow Hex. Plug to be used.



### **No GI/ Rubber Cap to be allowed**

### **Fixing of Hollow Hex Plug (HHP)**

In the case when customer is demanding for future provision of additional points for Burner in kitchen or for Geyser for water heating purpose, then coupling and GI Hollow hex plug shall be installed to prevent probable leakage which may happen through appliance valve due to tempering or mishandling of appliance valve.

All future installations/ idle points shall be connected with coupling and HHP only.

Normal Hex plug shall not be used for future installations/ idle points. It shall be as per enclosed reference tender drawing.

### **Installation of Geyser Connection in Bathroom**

As far as possible, Geyser to be installed in open space

If customer is not convinced with installation of Geyser outside the Bathroom, ensure below mentioned guidelines.

- Sufficient bathroom space i.e. minimum 1.0 mtr. x 1.5 mtr. x 2.0 mtr.
- Cross ventilation of size 0.45 mtr. x 0.45 mtr. to be provided by customer before commencement of Gas to geyser for easy air circulation OR
- In case of single ventilation, customer to be instructed to install exhaust fan.

### **Installation of Valves Regulator & Meter**

Installation of domestic meters with associated inlet and outlet connections (GI/Brass fittings), on the wall with approved powder coated meter brackets and angles in new & existing gas charged areas.

The contractor shall supply approved powder coated meter brackets and angle brackets. A sketch of the brackets is referred from the enclosed drawing for reference. It is required that one sample of each type of bracket is approved before the work is started.

Firmly secure the meters on the wall with good quality Roul Plugs, screws etc. In case the Roul Plugs are not holding then wooden blocks or other fixing arrangements like cement etc. to be used for proper grouting.

The Meter installation will be preferred in open/ventilated space so as to prevent Gas accumulation and easy dispensation of gas to atmosphere in case of any smell/leakage of gas. The Meter installations will not be provided in any fixed enclosures, cabinets (below or above the slab) or confined space in the customer premises.

The contractor shall ensure that GI installations and rubber hoses shall not be exposed to direct heat of Gas burners. The installation should have minimum clearance of about 1 meter from electric point mains & switches. Minimum distance between Appliance Valve & Gas Burners shall be 0.3 Meters. The isolation valves shall be installed after entering the customer premises/kitchen but before the meter installation.



### **The following shall be taken care during installation of Valves, Regulator & Meter**

- Union and testing T shall be installed before riser isolation valve.
- Meter control valves, Meter regulator and Gas meter shall be protected from the overtightening of the thread.
- Valves, Meter regulator and Gas meter shall be installed with the clamps on both sides. As far as possible hex nipple shall not be used for connecting. Both side threaded 3" to 8" long pipe nipple shall be used.
- Gas meter, regulator and installed piping shall be aligned properly.
- Flow direction of the gas meter shall be checked before installation.
- Flat rubber washer shall be checked and ensure at inlet and out let of the adaptor joint to the meter.
- Pipe nipple shall be installed between elbow and regulator to avoid direct load of line or riser on regulator and a clamp must be provided on the pipe nipple.

The above activities along with restoration of the area to original shall be carried out to the complete satisfaction of consumer and EIC.

### **Ground Connection**

It shall be done as per PE installation PTS

### **Conversion of Burner**

- All the appliance valve and riser isolation valve shall be kept in closed position.
- Ensure that meter and regulator adaptor shall be leak proof.
- Open the burner knob and remove the plug from the hot plate.
- Clean the simmer hole and Make the simmer hole of 0.6 mm with the help of simmer drill.
- At the time of drilling the hole, ensure that it should not be inclined and Remove the dust from plug. After greasing, plug and knob should be properly positioned at their original position.
- Remove the burner from hot plate and clean it. Open the existing jet (LPG) and replace it with suitable jet for sufficient flame and complete combustion of NG.
- Place the burner on its original position and connect the nozzle with appliance valve using new flexible and braided rubber hose.
- The length of rubber hose shall not exceed 1.0 mtr.
- Both the ends of the rubber hose shall be clamped by metallic clamps on the nozzle.
- Check all the joints with soap solution and ensure that the flame colour should be blue.

### **Online Tapping from Riser / Horizontal Common Header GI Pipeline**

- Following Guideline shall be followed during on line tapping from commissioned GI Riser or Horizontal Common header.
- Hot Work permit shall be issued by VGL, O&M.
- It shall be ensured that all required tools and tackles and consumables are available at site.
- It shall be intimated to all affected customers prior to isolation of Riser supply and isolate
- Their main isolation valves.
- It shall be ensured to Closed / complete isolation of main control valve and proper tagging shall be done for closing.



- Keep one person near Main isolation valve to ensure no one will operate the valve during on line tapping work.
- Proper PPE shall be used for on-line tapping.
- End plug from where tapping shall be done to be removed slowly till complete venting of Natural Gas from Riser pipe line.
- After complete venting of Natural Gas from Riser pipeline, check with soap solution to ensure no passing of Natural Gas from Main isolation valve.
- Ensure complete fitting of GI pipe up to individual main isolation valve. If further GI installation up to meter and appliance valve is not planned on same day then fix hollow hex plug. Ensure no leakage/valve passing before starting balance work of the connection
- Open main isolation valve and carry out leak check with soap solution of newly fitted GI pipeline.
- After ensuring no leakage, open individual main isolation valve and ensure proper gas supply to the customers and ensure no open end is left before leaving the site.

### **11.0 Protection of Structures and Utilities**

The contractor shall at his own cost, support and protect all buildings, walls, fences or other structures and all utilities and property which may, unless so protected, be damaged as a result of the execution of the works. He shall also comply with the requirements in the specification relating to protective measures applicable to particular operations or kind of work.

While colour touch up, contractor must take care of the consumer premises while carrying out the job such as spillage on floor, walls, ceilings, such shades etc. If the same does occur, the contractor has to immediately make things to original

### **12.0 GI Installation**

The GI service pipe installation work includes all work necessary to connect from the PE/GI transition fitting on the down-stream of the PE service line, to the Customers appliance, including the installation of regulator, valves, fittings, meters, clamps etc. The contractor shall be required to provide all equipment, tools and materials necessary to execute the work in an efficient and effective manner. Along with ladders, scaffolding pipe, BSPT dies, tripods, vices, fittings and Teflon tape, drills for concrete and other masonry, drills for timber, Granite, Marble Stones and laminated surfaces inside Customers property, bending tools, clamps, sleeves to facilitate the pipe passing through floors and walls, paint for marking etc.

All GI risers at the outside of buildings shall be fully supported to carry the weight of piping. The riser shall be installed in a vertical line from its point of support to its highest point with a minimum of changes in direction. The threading of GI pipe shall be BSPT for installation of riser or working at height, only PETZL made safety harness shall be used with a prior work permit duly issued by Owners representative as per guidelines of VGL.

Contractor has to supply different types/sizes of powder coated clamps (Mild Steel) for fixing GI pipes as per the enclosed drawing and specifications in this document... The contractor shall get approval from EIC for every fresh lot of the clamps, and other consumables, prior to start of installation. The detailed cross sectional of Powder coated GI Pipe Clamps are as per Drawing.

All riser and lateral pipe shall be clamped to the building at intervals not exceeding 1.0 mtr. Maximum distance between clamps shall be 1.0 mtr when pipe goes to the straight, if any tee or fittings lies in between the pipe then clamp shall be placed 150 mm far away from centre line of



fittings at every sides. The joints/ fittings of the GI installation shall be painted only after carrying out testing of the installation.

Pipe shall be entered into building above ground and remain in a ventilated location. The location for entry shall be such that it can be easily routed to the usage points by the shortest practicable route.

### **PNG Job Card**

PNG Job card as per approved format of Owner or Owner representation shall be prepared duly signed by Contractor, Customer & Third-Party Inspector and to be submitted to VGL immediately on completion of conversion.

### **13.0 TESTING OF GI INSTALLATION**

Before carrying out the pneumatic test of the GI installation; testing assembly, air foot pump with pressure gauge / manometer shall be checked its calibration and proper functioning.

Before pneumatic testing of the installed connection spacing between two clamps, tightening of the clamps thread joints, alignments of the whole piping shall be checked. Valve shall be kept in open position and the appliance valve shall be kept in close position.

Ensure Meter and Regulator is not installed during PPT. Proper Meter spool piece shall be installed during PPT (No flexible hose to be allowed).

Ensure during the testing, air should reach up to the appliance valve. After completion of testing, pressurized air shall be released from appliance valve only.

Calibrated pressure gauge shall be used having the range up to 1.5 times of test pressure and least count of gauge should be 0.1 Kg/cm<sup>2</sup>

Position of the pointer of the pressure gauge shall not be marked with the marker pen on the glass. It should be recorded in the test recorded during Pneumatic testing of GI Installation.

After pressurization of the whole piping section shall be checked for the leakage with the help of soap solution

The testing of GI riser pipes up to regulator shall be done with the isolation valve in open condition and open end plugged.

The GI pipe shall be painted with one coat prior to installation in riser; however, the ends/joints shall be painted only after carrying out testing of the installation.

Type of testing, test pressure and test duration as per the below

Sl. No.	Type of Testing	Test Pressure	Test Duration
1	Pipe Pneumatic Test (PPT)	3.5 Kg/Cm <sup>2</sup>	30 Minutes
2	Manometer Test (MMT)	Gas Pressure	15 Minutes
3	Riser PPT	3.5 Kg/Cm <sup>2</sup>	1.0 Hrs.



The contractor shall supply the Calibrated Pressure Gauges / Manometer / Diaphragm Gauges of suitable range for testing of GI Installations. The calibration certificate shall be submitted before the start of the execution work.

The pressure gauges shall be calibrated from time-to-time as desired by EIC but positively once in every Six months.

The details of testing shall be properly recorded in the GI cards

#### **14.0 Inspection**

**Contractor shall have to ensure the manufacturer / vendor monogram on accepted GI fittings during receipt of materials.**

The contractor to the entire satisfaction of EIC before proceeding further shall rectify any defect noticed during the various stages of inspection. Irrespective of the inspection, repair and approval at intermediate stages of work, contractor shall be responsible for rectification, / replacement of defective materials found during final inspection/guarantee period/defect liability period as defined in general condition of contract.

#### **15.0 Purging & Commissioning**

The rate for purging & commissioning shall be included in the GI installations.

Contractor shall ensure that the outlet is so located that vent gas cannot drift into buildings.

Contractor shall perform the commissioning of the GI installation as follows:

- Ensure the method of purging is such that no pockets of air are left in any part of the Customer's piping.
- Ensure that all appliance connections are gas tight, all appliance gas valves are turned off and there are no open ends.
- Where possible, select an appliance with an open burner to commence the purge i.e., a hotplate burner
- Ensure the area is well ventilated, and free from ignition sources.
- Ensure branches that do not have any appliance connected are fitted with a plug or cap.
- Turn on one burner control valve until the presence of gas is detected. A change in the audible tone and smell is a good indication that gas is at the burner. Let the gas flow for a few seconds longer, then turn off and allow sufficient time for any accumulated gas to disperse.
- Turn on one gas control valve again and keep a continuous flame at the burner until the gas is a light and the flame is stable.
- Continue to purge until gas is available at other appliances.

#### **16.0 Conversion of Domestic Appliances**

Contractor shall perform the conversion of Domestic Appliance as follows.

- The changing of nozzles and associated controls in accordance with manufactures instructions for both domestic and imported burners/ovens/grills/hotplate.
- The changing of old appliance connection Reinforced rubber hoses and nozzles and re-greasing taps as necessary.



- The contractor shall supply and fix the Reinforced rubber hoses with clamp at both side at the time of conversions.
- The contractor has to supply all types of nozzles/jets required for Indian made burners.
- Cleaning and performing minor maintenance of appliances.
- Testing for gas escapes, soundness and performance of appliances.
- Instructing the Customer for safe use of natural gas and for fixing of safety and conversion labels.
- Contractor must attend the complaints regarding appliances, leakage, fire etc. till the total area is handed over to Owner's operation and maintenance.
- All consumables (Nozzles, greases etc.) are in contractor's scope.
- Changing or repairing of any items damaged during conversion.

### **17.0 Restoration**

Contractor has to restore the area wherever he has carried out drilling, clamping etc. to its original condition to the satisfaction of the consumer and to ensure no passage to the premises and seepage.

Wherever any items of the consumer is damaged/broken during working, the same will be rectify or replace to the total satisfaction of the consumer.

The contractor will be responsible for the maintenance of all restoration carried out, for the duration of the contract guarantee period.

The contractor is to ensure the restoration work is properly supervised, and that the material used is suitable for the purpose. Wherever the required standards are not achieved the contractor will be required to replace the defective reinstatement work

### **18.0 Submission of Final Records**

Contractor shall submit three sets each of the following documents in hard & soft copy:

- a) Job card duly signed by TPIA, Customer and EIC.
- b) All Job cards are to be submitted to inline to official e mail id of VGL on weekly basis.

### **19.0 Documents of Precedence**

Where any portion of the GTS is repugnant or variance with any provisions of the PTS, unless a different intention appears, the provision(s) of PTS shall be deemed to govern the provision(s) of GTS of contract. If there is no variance or repugnance between GTS and PTS both clauses shall be applicable

In case of conflict between the requirements of this specification and that of the referred codes, standards and specifications, the requirements of the referred codes, standards and specifications shall govern





## Annexure # 1

**Tools & Equipment to be provided by Contractor for GI Installation Work**

Sl. No.	Hand Tools Description	Per Technician	Per Team
1	Pipe wrench 250 mm		
2	Pipe wrench 350 mm		
3	Pipe wrench 450 mm		
4	Adjustable spanner 50 mm		
5	Adjustable spanner 150 mm		
6	Adjustable spanner 250 mm		
7	Set of combination spanner 3/16"-1 1/4" AF		
8	Set of combination spanners 5mm - 30mm		
9	Large tool boxes		
10	Set flat-headed screw drivers		
11	Set Philips screw drivers		
12	Small hammer		
13	Combination pliers/mole grips		
14	Set of files		
15	Drill bits for 1" pipe		
16	Stocks and dies for NPT threading 1/2", 3/4", GI Pipe		
17	Blowtorch		
18	Hand drill 3/8" chuck		
19	Portable electric drill 240V, heavy duty		
20	Spare blades		
21	Battery powered torches		
22	Measuring tape 30 m		
23	Wire brush		
24	Portable pipe vice & tripod		
25	Set steel twist drills 0.5-2.0 mm (for appliance conversion)		
26	Set steel twist drills 1mm-10mm		
27	Set masonry drills 1mm-10mm		
28	Graphite based grease		
29	Lubricating oil		
30	Hand cleaner		
31	GI Pipe Cutters 1/2" Gas Detection Equipment Power Generator 2.5 KVA Pressure Gauge (0-10 bar) Pressure Gauge (0-4 bar) Diaphragm Gauge (0-400 m bar) Manometer (0-150 m bar)		
32	Automatic Thread cutting machine		
33	GI Pipe Cutter		



## PTS - Health, Safety and Environmental Aspects

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#### 2.1



## **1.0 Following System in Terms of HSE (Health, Safety and Environmental) shall be Followed & Complied by Contractors**

### **1.1 Life Saver Compliance**

#### **VGL Has Developed A Life Saver for Execution of O & M And Project Activity, Those Are As Follows:**

##### **Safe System of Work**

- Always do take applicable work permit, where ever required and follow applicable procedures
- Use requisite PPE's as per hazards of the job
- Identify and control hazards involved in work place or activity and communicate via tool box talk
- Ensure only trained workers are working on all jobs
- For hazardous jobs warn all on work site for the hazards of the job
- Ensure the material & equipment for the job are in safe condition, tested and inspected
- Intervene and stop the unsafe job on site
- Ensure competent supervisor is supervising hazardous job
- Do cordoning of the activity area as per VGL Gas practice
- Do gas / energy isolation as required / involved and follow LOTO system

##### **Excavation**

- Follow rules mentioned under 'Safe System of Work life saver
- Identity underground utilities by taking trial pits
- Decide safe route of pipeline
- Excavation may be done "V\* shaped or "benching type" if required as per soil condition
- Keep excavated soil at least 300 mm away from the edge of the trench
- Ensure cordoning to protect fall in excavation / trench
- Keep away children from trenches & excavations

##### **Manual Boring**

- For manual excavation use insulated c'ow bar or wooden handle for sped and hand excavator
- Manual boring to be as per procedure and with permit to work and Teflon coated / insulated boring took

##### **HDD**

- Ensure the out rigger are working and rigidly put on soil to support HDD
- Ensure auto greasing of machine rod
- Ensure proper earthling of machine
- Ensure that cable strike alarm is working
- Ensure the cordoning of HDD machine from all side
- Ensure all the moving parts of HDD machine are guarded properly

##### **Work at Height**

- Follow safe system of work
- Ensure safe route for risers and laterals
- Ensure all hazards are identified, communicated to all and control measures taken
- Use only PETZL and certified/ approved working at height equipment (by plumber]



- Plumber should not be under influence of tobacco, or alcohol and drugs and should not be empty stomach
- Safety belt to be fixed to permanent fixed structure
- If the atmosphere becomes unstable i.e. rain or storm, stop the work follow LOTO system for online connections
- Ensure inbuilt or external crane is in good condition

### **Gas Escape Handling**

- Ensure Safe System of Work rules are followed
- Use Gas detector to identify the leakage
- Immediately isolate the gas supply
- Erect cordoning by checking % of gas in atmosphere and its affected area. Monitor gas concentration till work is over
- Ensure vehicles and people are kept away from the leaking area. Arrest ignition sources like torch, electrical switches, mobile phones, etc.
- If leakage is inside home immediately open the windows, and doors. And do not operate mobile, electrical equipment or matchbox
- Check % of gas inside the home and monitor
- Do not enter gas rich area till concentration comes below LEL

### **Electrical Work**

- Ensure Safe System of Work rules are followed
- All electrical work to be done by licensed electrician or wireman
- Ensure earthing to all equipment
- Ensure ELCB is used and in working condition to avoid shock to people working
- Drill machine and Grinding machine to have double insulate cables and protection
- Use three pin plug and sockets for connection of wire or cable terminals
- Ensure in remote and confined area no single person working
- Cordon off open wires, connections, bus bars, panels, unsafe electrical installations, cables etc.

### **Driving**

- Ensure Safe System of Work rules are 'allowed
- Use of helmets is mandatory for two-wheeler driving
- Ensure speed limits are followed
- Use of Seat Belt in four-wheeler is mandatory by all passengers
- Ensure periodic maintenance & servicing of vehicles
- Ensure vehicle is safe for driving and check for brakes, horns, rear view mirror, indicators, lights and wheel condition
- No driving between 11 pm and 6 am
- Mobile use during driving is prohibited
- Do not overload vehicle, put only approved no of passengers as per Manufacturer's instruction
- Stop the driver if he is not following safety rules or traffic rules



### **Lifting Operations Life Saver Rules**

- Ensure Safe System of Work rules are followed
- Ensure lifting plan is discussed on site
- Ensure competent banksman for lifting operation
- While using hydra at site ensure that it is operated with care and f J safety precaution
- Adequate capacity and safe slings to be used for lifting
- Ensure nobody stands below lifted load
- Do not exceed safe loading limits
- In rough weather conditions, stop lifting activity till atmosphere is becomes stable

### **Confined Space Entry Life Saver Rules**

- Ensure Safe System of Work rules are followed
- No single working inside confined space
- Keep responsible person with you
- Check % of oxygen inside the confined space and if it not adequate do not enter inside
- Keep exit of confined space clear
- Remain with each other while working in confined space
- Keep in touch with persons working inside confined space
- In case of an emergency do not enter in confined space but call for help
- Ensure there are no chemical fumes in confined space

## **2.0 Health, Safety and Environmental Aspects (HSE)**

### **2.1 Scope / General Specific to the Bidder**

**2.1.1** This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the BIDDER throughout the tenure of the contract by stipulating the relevant Act(s) I legislations and technical specifications.

**2.1.2** The safety policy and guideline is prepared to direct & appraise BIDDER's personnel about the Safety aspects involve in the job. The document deals with basic rules to be followed therein. However, BIDDER shall comply the HSE plan that addresses the HSE risks specific through mobilization, execution and demobilization at each location, where the work to be performed (Office, Factory, Fabrication Yard, Construction Site, inside the House, Kitchen (customer premises), Vessel, etc.), and the management of controls to eliminate I reduce or mitigate these risks.

**2.1.3** OWNER reserves the right at all the time to audit and review the BIDDER's facilities, services, and I or performance of its activities in respect to the compliance of his HSE plan.

**2.1.4** OWNER reserves the right to suspend the work or any part thereof, if BIDDER does not comply with HSE policy. Before any work is suspended OWNER shall liaise with BIDDER to allow him the opportunity to rectify any non-conformances within an acceptable timescale. BIDDER may at any time suspend the work for HSE reasons; in such event, however, he shall immediately inform OWNER in writing of those reasons, and details of actions taken.

### **2.1.5 Leadership & Accountability**

- a) It is OWNER's policy to protect the health, safety and security of its employees, to minimize the risk to the public from them and to protect the natural environment.



BIDDER shall ensure that all his employees are briefed in, understood and strictly adhere to the OWNER's policies and directives on Health, Safety and Environmental aspects.

- b) BIDDER shall demonstrate leadership and commitment through actively participating in all aspects of HSE, supporting open dialogue and by allocating sufficient resources.
- c) BIDDER shall ensure that HSE responsibilities, authorities, accountabilities and competencies are clearly defined, documented, communicated and exercised at all levels.
- d) BIDDER shall ensure that individual and team contributions to HSE performance are recognized and considered during performance appraisals. Also, shall set clear goals, objectives and targets and performance are evaluated against them.

## **2.16 Organization, Responsibilities, Resources and Documentation**

### **a. Organization**

BIDDER shall provide sufficient and appropriate manpower and supervision in his organization; with clear responsibilities and reporting structure to ensure that HSE performance is not compromised.

### **b. Employee Orientation Program**

- i) BIDDER shall provide, for all his personnel involved in the work, an orientation training program to the site and all requirements of the HSE plan.
- ii) BIDDER shall ensure that no individual works unless he has been fully inducted.

### **c. HSE Competence Requirements**

BIDDER shall ensure that his personnel are;

- Medically, physically and mentally fit to carry out the duties to which they are assigned in respect of the work for all hazardous jobs as informed by VGL. Medical fitness test shall be done by contractor of his workforce & reports shall be submitted to VGLHSE team.
- Aged eighteen years or above.
- Technically competent and experienced in the tasks assigned to them.

### **d. HSE Training**

BIDDER shall be responsible for, and implement, competency based HSE training of his personnel as may be organized I advised from time to time. Training if not given by contractor shall be done by VGL and attached actual amount will be deducted from his bills.

### **e. HSE Promotion and Awareness**

BIDDER shall establish a mechanism for communication and feedback of HSE issues and performance among his personnel on the site and to OWNER's representatives.

### **f. Sub-Contractors**

BIDDER shall ensure that all his sub-contractors, if any, receive a copy of, and comply with the requirements of the HSE plan and are provided with a copy of this document.

### **g. HSE Communication**

BIDDER, where applicable, ensure before commencing operations pursuant to the contract that all companies, organizations and communities that could potentially be affected by such operations have been notified. At the work site, BIDDER shall also ensure that effective toolbox talks are undertaken.



Where applicable, BIDDER's arrangement for emergency communications shall be integrated with the requirements of the work.

#### **h. HSE Meetings Program**

BIDDER shall establish an effective structure and schedule for HSE meetings involving all personnel assigned to the work, to promote communication and involvement in HSE matters. Contractor shall be responsible to attend all HSE meetings without fail.

#### **i. HSE Legislation**

BIDDER shall comply with, and shall be able to demonstrate compliance with;

- Relevant and applicable Health, Safety, Environmental legislation for all places, where work is performed,
- OWNER's Policy, Procedures and Standards,
- BIDDER's corporate and project specific policies and procedures.
- Contractor shall be abiding by the statutory & legal compliance matrix which shall be handed over to him during the execution of the job by VGL HSE Team Owner's Representative.

#### **2.1.7 Evaluation & Risk Management**

- a) BIDDER shall ensure that, for all activities, a documented risk assessment procedure and risk register is in place and operating. This risk assessment procedure shall be suitable and sufficient to appropriately assess the health, safety and environmental risks involved. A copy shall be issued to the OWNER.
- b) BIDDER shall be responsible for ensuring timely delivery of the risk assessment of all activities, covered in the scope of work, in order to meet the work schedule, the OWNER HSE plan and regulatory requirements.

#### **2.1.8 Planning & Procedures**

##### **a. HSE Procedures**

BIDDER shall provide written HSE procedures to cover hazardous operations. Method statements in case of major erection, construction and O&M work to be prepared in advance and approval obtained from the Owner or Owner Representative. These will be available to all personnel in their working language. A copy shall be provided to the OWNER.

BIDDER shall abide by the OWNER permit to work system at sites.

As VGL would be getting certified for ISO 14001 & OHSAS Standard, contractor shall be liable / responsible to abide by its requirement

##### **b. Emergency Response Procedures**

BIDDER shall be responsible for the establishment and implementation of emergency procedures related to the work. BIDDER shall consult with OWNER to ensure appropriate interface with the procedures.

BIDDER shall submit OWNER, within 30 days from the date of commencement of contract, the details of its provisions and procedures for proposed actions in the event of;

- An incident involving serious injury or death to any member of the team.
- A major incident involving third party equipment.
- Any release of chemicals or hydrocarbons to the local environment.





BIDDER shall ensure competency of his personnel in its emergency response procedures through a programmed of drills and testing and shall submit the report to OWNER.

BIDDER shall participate in an emergency response exercise, whenever required.

**c. Equipment & Inspection**

OWNER shall at any time during the tenure of the contract conduct the audit for all the tools, appliances, machines, vehicles, equipment's, etc. for their safe working condition includes documents. Also, BIDDER shall ensure that they should be used only by authorized and competent persons and inspected periodically.

Prior start of job, Contractor shall offer his equipment / tool / tackles for inspection to VGL HSE Team

**d. Environment**

- BIDDER shall protect environmental resources by applying best available techniques not entailing excessive cost, to preferably eliminate or minimize any direct or indirect impact from operations.
- BIDDER shall ensure that all activities are planned in a manner that will not create unnecessary danger, disturbance or effects on the environment or to other users.
- BIDDER shall minimize nuisance, disturbance or interference to the community, their activities, and other users of the environment.
- BIDDER shall unless otherwise directed by OWNER, avoid conducting activities in protected areas or where there is an unacceptable risk of damage to sensitive environmental resources.
- BIDDER shall ensure that fishing, hunting and gathering of flora and fauna or any
- Other environmental resources are strictly prohibited within the area impacted by the work.
- BIDDER shall where applicable be responsible for restoration of any land used or affected by BIDDER's activities under the Contract (Restoration of top soil in case of major excavation jobs is a must). This will include removal of BIDDER's equipment, surplus materials and waste to the satisfaction of OWNER's representative.
- BIDDER shall coordinate & carry out the disposal of any waste (Hazardous or otherwise) produced or occurring as a consequence of its operations pursuant to the contract, all such disposals shall be in accordance with all legislation, OWNER's norms and best practices, whether that shall be for hazardous waste or non-hazardous waste. BIDDER shall ensure that all necessary approvals or licenses are obtained and that any subcontractors utilized for this purpose fully comply with such requirements. BIDDER shall record & provide OWNER with a copy of each waste transfer I disposal report I note.
- BIDDER shall prepare & notify OWNER in writing of the method for managing disposal of all hazardous waste and gain approval therefore before commencing such disposal. The water de-watered from the valve pits shall not be discharged hitherto and thitherto. Used transformer oil shall be collected in a container and submitted to OWNER's stores.

**2.19 Implementation & Performance Monitoring**

**a. General**

- BIDDER shall establish an HSE performance monitoring programmed and provide reports as per MIS to OWNER. Contractor shall submit monthly report as per VGL guide line
- BIDDER shall report all incidents in accordance with the requirements.
- BIDDER shall provide a report of fatal accident, Lost Time Injuries (LTI), Restricted Work Day Cases (RWDC), Medical Treatment Cases (MTC), Medical Evacuations, First Aid Cases



(FAC), Near Miss Reports and Frequency of Hazardous Occurrence (numbers of hazardous situations without details) for the entire work, if required by OWNER from time to time.

- We shall, where applicable, maintain a waste disposal log book.

#### **b. Incident Investigation**

- BIDDER should report all incident or near miss etc. to VGL at site.
- BIDDER shall interface with OWNER's Incident Investigation and Reporting requirements.
- BIDDER shall document and report immediately to OWNER for any incidents or event, which could have led to environmental damage, uncontrolled release or hydrocarbons, breaches or potential breaches of environmental regulations or complaint from local groups, organizations including enforcement agencies or individuals.

#### **2.1.10 Auditing & Review**

- BIDDER shall establish a schedule for HSE audit I inspection for its activities& submit to OWNER.
- BIDDER shall provide all input and support as OWNER deems necessary to ensure all HSE
- Activities that OWNER's initiates are successfully carried out and the actions arising are closed out to OWNER's satisfaction. OWNER's personnel shall be available for interview as part of audits and reviews.
- Before commencement of the work, OWNER may conduct an audit to satisfy itself of BIDDER's arrangements regarding Health, Safety and environmental aspects. BIDDER shall co-operate fully with the audit team and rectify I correct any agreed deficiency observed without undue delay and in any event before work commences.
- BIDDER shall submit I provide a report on HSE performance during the contract, as part of the contract close-out documentation.

### **2.2 Instructions / Guidelines**

Following recommended safe practices I instructions should be observed when performing operations and maintenance activities;

#### **2.2.1 Work Permit / Cold Permit (VGL permit to work & Minimum supervision Guide line)**

Prior to starting the work, BIDDER must have a valid work permit issued by authorization entity of VGL;

- Either in the form of an order or work assignment supplemented by written work permits of the OWNER for operations in natural gas stations/ site.
- Or in the form of an order or work assignment for work at or in the vicinity of existing installations and pressurized pipelines, which are not located in natural gas stations.
- OWNER's work permit must be issued I obtained for a well-defined working area and to be requested prior to commencing the work. All special instructions stipulated in the permits must be strictly observed.
- Contractor shall submit list of competent persons who shall be responsible to receive the permits.

Carrying out work without a valid work permit or outside the working area as described in the permit will be considered as a serious breach of the safety rules.



### **2.2.2 Fire Permit / Hot Permit**

Prior to starting work with a naked flame, BIDDER must ensure, if Fire I Hot work permit in areas, where the risks of fire and explosion cannot be ruled out I likely hood or having severe consequences;

- Either In the form of a written fire permit Issued by the OWNER for work with a naked flame In operational natural gas stations / sites.
- Or in the form of continuous supervision by OWNER's representative for workwith a naked flame at or in the vicinity of an underground pressurized gas pipeline / station.
- Prior to obtaining a fire permit, BIDDER must have at least a valid work permit.
- Work with a naked flame is defined as,
  - All welding, grinding and cutting work by electrical or thermal means. All work with burners for, among other things, cladding or pre-heating of welds.
  - All work with electrical hand tools which are not explosion-proof.
  - In general, all work whereby a naked flame or a spark may be created.
  - All machines or vehicles with an internal combustion engine.
  - OWNER's fire work permits are issued for a clearly defined working area and must be requested and renewed daily. All particular instructions stipulated in the permit must be strictly followed.
  - The issuance of a fire work permit does not preclude the need for a ban on smoking.
  - Performance of work with a naked flame without a valid fire permit or outside the working area as described in the permit will be considered as a serious breach of the safety rules.
  - BIDDER must in all cases install essential and suitable fire-fighting equipment in the immediate vicinity of the works, when work with a naked flame is being carried out.

### **2.2.3 Ban on Alcohol and Drugs**

Employees must not bring on to site or consume any liquid substance containing narcotics substances or alcohol beverages between the hours of starting and finishing work and must not drive a company vehicle, if affected by alcohol or drugs. A total ban on alcoholic beverages and drugs applies on all sites belonging to OWNER. Non-observance of the ban on alcohol & drugs shall be considered as serious breach of safety rules and will result in the immediate expulsion of the person enlisted from their job.

### **2.2.4 Ban on Smoking**

Smoking is prohibited at any of OWNER's facilities or vehicles. Smoking is also prohibited within a work site (i.e. within public warning signs), including the right of way. Specific site conditions and rules must be always observed and due recognition given to any gas leak. Non-observance of the ban on smoking at work site shall be considered as serious breach of safety rules.

### **2.2.5 Speed Limits for Vehicle on /Near Worksite**

As per statutory / Safety requirement

### **2.2.6 Safety Torches**

Only approved / fire proof / intrinsically safe torches shall be used for pipeline patrolling / gas leakage survey / any operation & maintenance related activities.

### **2.2.7 Two-Way Radios/ Wireless Phones**

Two-way Radios should be left turned on during all normal operations. However, if there is a significant gas leak in the vicinity, the user shall remove the radio to a safe location.



**Note: intrinsically safe walkie-talkies can be used within stations**

Mobile Phones **shall not be used** within the Stations or within the vicinity of a live gas operation.

**2.2.8 Incidents / Accidents**

All accidents involving injury to a person or damage to property must be reported immediately to the OWNER's representative, within specified time limits I norms.

Incidents involving an unusual occurrence, failure of a procedure or equipment must also be reported. Any apparent fault in a safety system or equipment must be reported even if the incident was not considered significant at that time.

**2.2.9 Checking For Leaks**

Checking for leaks may only be carried out visually, by use of a gas detector or with soapy water.

**Naked flames must never be used / allowed to locate gas leaks.** The natural gas in the transmission pipeline I system does not contain odorant and can therefore not be detected by smell.

Before removing plugs, caps or blind flanges from vents, drains and other connections, etc..., ensure all necessary valves are closed.

Care must be taken when removing plugs or caps from vents, drains and other connections, etc..., in case there is a build-up of pressure behind it.

**2.2.10 Precautions to Be Taken before Gas Venting (Contractor to follow VGL venting, purging & commissioning procedure for all GAS works)**

Before venting of gas from a section, the isolation of the section should be confirmed and the all isolation valves involved should be greased and roused to prevent minor passing of the valve.

Ensure that no source of ignition like overhead live electrical cables, sparks, etc. is not present at least within 15 Mtrs. radius. Depressurizing should be confirmed by opening another vent (if any) or pressure gauge, if fitted. No smoking or open flame should be ensured in vicinity of the nearby area.

The vent pipe should be of proper length (minimum 3 Mtrs.) for the protection to person operating valves in the chamber and for easy dissipation. Wind direction & velocity should be ensured & monitored continuously.

Venting area should be cordoned off and person with adequate PPE's (Methnometer/ Pulsecometer) should be posted at the cordoned boundary in down wind direction to monitor the percentage of methane in the atmosphere, which should not concentrate as per specified limit I range or increase more than 2.0%. If indicates more than 2.0 % then venting should be stopped intermittently to give more time for gas dispersion.

Gas venting should be stopped intermittently when the vehicle passes near the spot, while venting operation is being done on traffic roads.

Whenever NG is required to be vented, the venting shall be done in a controlled manner as specified by the engineer in-charge to ensure minimal release of the gas to the atmosphere.



### 2.2.11 Human Failures

The major factors of human failures reasonable for an accident are the following;

**NEGATIVE OR INDIFFERENT ATTITUDE:** This is the neglect or carelessness by a person towards considering and eliminating all major and minor factors leading to an unsafe condition or unsafe act. The negative or different attitude of a person may be the result of overconfidence & lack of safety awareness.

**LACK OF SKILL:** If a person doing a job is not having the required skill for performing that job; it can be lead to an accident. Hence selecting the best skilled person for particular job is a must.

**LACK OF KNOWLEDGE:** the person doing a job is expected to have enough knowledge of the job and safe condition to be preserved while performing that job.

### 2.2.12 Bypassing Safety Equipment

No person shall interfere with, remove, displace or render ineffective any safeguard, safety device, personal protective equipment or any other appliance provided for health and safety purposes, except when necessary as part of an approved maintenance or repair procedure.

### 2.3 Protective Measures

Personnel performing any gas or health hazardous operation must wear Safety Helmets, Safety I Gum Shoes, Approved Clothing, Protective Footwear and Safety Goggles, Safety Harness, Ear Protection, Nose Masks, Hand Gloves, Breathing Apparatus, High visibility vest or reflective bands on coverall, Safety Guard I Belt I Fall Arrester, Face Shield, Special Equipment for Hazardous I Unusual activity, etc. .in adequate numbers & suitably. Personnel must observe the safety rules for on-site and off-site operations as well.

It is mandatory requirement for contractor to follow and compliance of the PPE matrix issued by VGL at site.

#### 2.3.1 Ignition Sources

Match boxes, cigarette lighters, calculators, cameras or other sparking devices must not be carried on for all facilities (refer Table - 1 given below)

**Table -1  
Sources of Ignition**

Sl. No.	Ignition Source	Precautions
1.	Internal combustion engines of buses, cars, tractors, digging and combustion equipment, portable pumps, generators, welding equipment, etc.	Only diesel-powered internal combustion equipment to be used in the vicinity of an escape of gas and the following precautions are recommended; Fit a spark arrestor to the engine exhaust. Do not operate the engine starter in a gaseous atmosphere. <b>Generally, vehicles should not be taken near to an escape of gas.</b>
2.	Passing motorists or pedestrians carelessly throwing lighted matches boxes, cigars or	Properly display warning signs and place barricades around the work area to prevent such an occurrence.



	cigarettes into the work area, and pedestrians smoking in the work area	If necessary divert traffic and I or place a watchman to warn pedestrians against smoking in the area.
3.	Cigarettes, cigars, pipes, match, open fires	Do not allow smoking, match boxes, cigarette lighters and open fire, in the hazardous work area.
4.	Sparks from hand tools, removal of manhole covers, etc.	Work carefully, removing sources of such sparking (stone, paving blocks, etc...) from the work area as job progresses. Use proper tools when removing manhole covers. Use tools carefully to avoid glancing blows on minerals and concrete. Area to be dampened and maintained damp. Grinders and friction cutting tools shall not be used in the presence of live gas.
5.	Sparks from electrical switches, relays, telephones, electric motors, power generation, cameras, and calculators, mobile phones	In potentially explosive atmosphere, do not operate any electrical device. If a switch is on do not switch off, unless there is no other quick means of isolating a sparking device such as an electric motor.
6.	Stray electrical currents on main or service when damaged of cut ends of pipe are separated	Never cut or separate ends of pipe unless proper bonding is done with jumper leads across the point of separation.
7.	Static electricity	Where gas is escaping from a plastic pipe, wet down the plastic pipe and surrounding work area. Discharge static charge by grounding metal main on service pipe. Discharge the static charge on the person by touching an earlier state, or alternatively provide protection by wearing rubber gloves. Avoid impingement of gas stream on clothing.
8.	Traffic lighting control boxes, power cables, railway and telephone cables, etc...	Request appropriate authority to temporarily disconnect, or shut down, if these structures are causing a hazardous situation.
9.	Appliance pilot lights	Shut off service valves
10.	Welding torches, arc welding, and heater torch	This equipment is not to be used until the area has been declared safe.
11.	Lighting, lanterns, flashing lights	Only suitable equipment should be used in a hazardous area.
12.	Other potential ignition sources inside structures, building, and confined areas	Request appropriate Authority to temporarily disconnect or shut down, and take other action as necessary.

## First Aid

### 2.4.1 Information Support Services / Hospitals / Doctors / First Aid

BIDDER must include in his HSE plan a detailed list with the particulars of the eye specialists, general practitioners and hospitals nearest to the site.





Prior to the start of the work, BIDDER must agree with these persons and services on the fastest ways to treat emergency cases.

At least one competent first aider must be available at site. This person must be easily accessible through an efficient communication channel of which the particulars are included in the list of support services.

All OWNER's / BIDDER's vehicles and worksites shall be provided with a first-aid kit. The kits are to be kept clean and properly stocked as per the prescription and nature of business at BIDDER's cost / risk. A record must be kept of all injuries, no matter, how minor. All injuries must be reported to the OWNER's representative without delay.

## **2.5 Fire Safety**

BIDDER must ensure the installation and maintenance of adequate equipment's, material and devices for fire-fighting. However, periodic refilling, testing & calibration of such equipment's owned by OWNER shall be carried out at his cost & risk.

On each site, there must be sufficient fire-fighting equipment, both in the central construction site installations and on the site itself. Particularly in places, where work is being carried out with an increased fire hazard, such as welding and grinding work, cladding work or the use of inflammable products, particular attention must be given to installing fire-fighting equipment beforehand.

All fire-fighting equipment must be in good condition and must always bear a valid inspection stamp. Any fire-fighting equipment that fails to meet these conditions must be removed immediately from the site. The approval of fire-fighting equipment is to be renewed each year, unless otherwise indicated by the Recognized Inspection Organization.

All fire-fighting equipment must always be located at immediately accessible place in case of incident. The storage of material and equipment or the parking of vehicles or placing of installations in front of fire-fighting equipment is therefore strictly forbidden.

All vehicles shall be fitted with an approved (and regularly serviced) fire extinguisher. Fire extinguishers are located at OWNER's strategic points. All personnel must ensure that they have access to a suitable fire extinguisher before beginning an operation. All personnel must be familiar with the use / operation of firefighting equipment. No vehicle must be allowed in vicinity of the hazardous area, and if so, suitable spark / flame arrester must be ensured.

In fire-hazard areas, all detonation sources must be avoided, unless, specifically agreed By OWNER and / or its representative, the use of radios, cameras and video cameras is expressly forbidden.

At the end of work, the site must be checked for possible fire-hazard situations.

BIDDER shall ensure that trained firefighting personnel are available at site.

## **2.6 Scaffoldings / Ladders**

Before using any scaffoldings / ladders, BIDDER must submit a copy of the valid inspection certificate. Scaffoldings / ladders to be built on the site must be inspected by the Recognized Inspection Organization prior to use on the construction site and at the cost of the BIDDER. They must also be checked periodically in conformity with the prevailing regulations; a copy of the inspection report must be submitted to the OWNER without any remarks.





All scaffoldings must be checked by the BIDDER for their stability before they are used. At least once a week the scaffolding must be checked by a qualified representative of the BIDDER.

Mobile scaffoldings must be anchored before they can be used. Moving mobile scaffoldings is strictly forbidden if any persons, material or equipment are present on the scaffolding.

Scaffoldings must not be constructed in the vicinity of electrical installations, they must be properly earthed prior to use.

## **2.7 Construction / O&M Site**

The construction site plan must be included in the HSE plan and must contain at least an overview of the access roads, traffic direction and parking lots and the location of utility pipelines, first-aid unit, stores, site offices, canteens and sanitary installations.

Such structures may only be installed on the construction site in accordance with the provisions of the construction site plan.

For storing large quantities of fuel, gas bottles and small hazardous waste, a permit must be obtained from the competent authorities.

BIDDER must place the legally provided health installations in conformity with the prevailing norms at the disposal of his personnel and maintain them daily. Meals may only be eaten in buildings specially provided for this purpose.

### **2.7.1. Warning Signs (Contractor to follow VGL's Standard on warning signs and information norms)**

Site must have a warning sign at entrances, exits and at any crossings with public, main I private roads, premises, stations, etc., bearing the words "ENTRY STRICTLY PROHIBITED I RESTRICTED" or "NO ENTRY", "NO SMOKING", "ASSEMBLY POINTS", "NO PARKING", "WORK IN PROGRESS", "NO OPEN I NAKED FLAMES", etc.. Wherever practically possible, BIDDER must fence-off I cordon-off the site with a physical enclosure, where necessary with entrances that can be locked, such as at the natural gas stations I chambers I sites and isolation valve chambers.

### **2.7.2 Access Roads and Escape Roads**

Construction site must be provided with a sufficient number of access roads and escape roads. Each physically enclosed site must have at least two diagonally opposed entrances and exits. The access roads and escape roads must remain completely free and adequately accessible under all circumstances. Therefore, any storage of materials or parking of vehicles in these areas is strictly forbidden.

### **2.7.3 Means of Communication**

Site must have sufficient means of communication to allow the OWNER and I or support services to be immediately informed in case of incident

### **2.7.4 Lighting / Illumination**

If works have to be carried out under circumstances of insufficient daylight, such as during overtime or in winter, BIDDER must furnish and maintain the required adequate lighting on the site in conformity with the prevailing legislation (Lighting should be intrinsically safe, flame proof type).



### **2.7.5 Stability of Equipment**

All equipment's such as site sheds, material containers, generators, distribution cabinets, dewatering pumps, welding machines, electrical equipment's I installations, etc. must always be erected in such a way as to ensure maximum stability.

### **2.7.6 Noise Pollution of Equipment**

All construction machines, including welding units, compressors and generators must comply with the prevailing enforced standards (db level monitoring) on measures to fight noise pollution caused by equipment's I machines.

For this reason, in the vicinity of residential centres, machines will be used that are connected to the electrical mains.

### **2.7.7 Signposting and Pegging-Out**

- a) BIDDER must submit in his HSE plan a copy of the sign posting plan approved by the local authorities
- b) Work may only start after following approval by the OWNER and I or its representative of the sign posting plan and after installation of the signposts described in the plan
- c) BIDDER is responsible for the installation and the maintenance of these signposts throughout the duration of the works as well as for all damage and problems arising directly or indirectly from shortcomings in the signposting. The approval by the OWNER of the signposting plan does not in any way diminish the BIDDER's responsible
- d) BIDDER must place a sign at each local signpost with the particulars of the person responsible who must be reachable 24 hours a day. This sign must be placed in the direction of traffic and preferably at the end of the working area

### **2.7.8 Monitoring of Site**

BIDDER must guarantee the monitoring of the construction site 24 hours a day in order to be able to intervene immediately and efficiently in any situation which may arise. During pipeline works, he must put together an emergency team and keep them at the ready with sufficient resources / material to be able to attend any emergency / problems

### **2.8 Cleanliness / Housekeeping**

- BIDDER shall ensure the discharge of the various waste waters in accordance with the prevailing norms.
- BIDDER shall upkeep & maintains the facility of Toilets, Offices / Premises, Stations, Sites, Water storage tanks, etc.in hygiene condition on daily basis.
- Depending on the type of waste materials (household waste, industrial waste, small hazardous waste, etc...), BIDDER shall submit the documentary proof for the removal of these materials to an authorized / recognized dumping / disposal site in accordance with the prevailing norms.
- The disposal / dumping of waste materials of any kind in the trenches / working pit is strictly prohibited. All environmental pollution must be prevented and BIDDER will take all the measures necessary to avoid polluting the soil, the air and the water in accordance with the stipulations of the prevailing norms.
- BIDDER shall be responsible for the cleanliness of any public and private roads, which become soiled because of the work. They must at all times be free of obstacles and hindrances.



- All damages and costs resulting either directly or indirectly from the non-observance of these stipulations, or failure to observe them sufficiently, shall be borne by the BIDDER

## **2.9 Excavation Work**

### **2.9.1 Pegging-Off, Trial Trenches and Soundings**

Prior to starting excavation works, a detailed investigation must be carried out into the possible existence of underground installations / utilities, etc... This investigation must be carried out taking into account surface indications, available plans, soundings of the subsoil and manual excavation of trial trenches.

### **2.9.2 Type, Condition, Nature and Equipment of Machines**

Each excavation machine brought to the site must,

- Be suitable for the work envisaged,
- Be in impeccable condition,
- Have the correct size / capacity for the work to be performed,
- Be fitted with the necessary equipment to make the use of the machine as safe as possible.

In order to reduce to a minimum risk of damage to BIDDER's / OWNER's property, the capacity of the machines for operation in the vicinity of the installations must be limited according to the mechanical strength of the installation.

### **2.9.3 Machine Operators**

BIDDER should ensure that all machine operators have sufficient knowledge, experience and ability to be able to drive / perform on the machines / equipment's safely & efficiently

If the OWNER deems that the operator of an excavation machine / equipment does not have the necessary abilities, BIDDER must, upon simple request by the OWNER, assign the person in question to another task or, where necessary, remove him from the site. The OWNER's representatives do not need to justify their decision in the matter.

### **2.9.4 Minimum Distance to the Working Pits**

Prior to the excavation of pits and trenches, a safe distance must always be maintained between the edge of the excavation and the support surfaces of the machine. This distance must be adjusted to the stability of the subsoil and must, under optimum conditions, be at least equal to the depth of the excavation.

BIDDER is fully responsible for observing the instructions and the evaluation of the prevailing conditions. Any deviations from this rule may only be permitted if the BIDDER can prove safety by means of the necessary calculations.

Contractor shall follow the VGL's standard for excavation safety norms.

### **2.9.5 Margin to Existing Installations**

Mechanical excavation up to a safe / appropriate distance from existing installations during excavations in the vicinity of such installations is only permitted after determining the exact position by means of soundings. Any excavations within the distance must be carried out entirely manually.

Exceptions to this rule may be made when;

- OWNER has given his explicit approval,
- The capacity of the machine is suited to the mechanical strength of the OWNER installation
- The machine is equipped with a non-toothed shovel,



- The excavation machine is accompanied by a labourer in the trench or pit,
- For each excavation of a layer manual soundings are carried out,
- There is continuous supervision by OWNER's representative.

Any non-observance of these rules will be considered as a serious breach of the safety instructions and will result in the immediate exclusion of the persons concerned.

### **2.9.6 Support and Enclosure of Existing Installations**

Existing installations that become visible during the performance of the excavations must be properly supported and enclosed for the entire duration of the works in order to avoid sagging or damage

## **2.10 Working Pits and Trenches**

### **2.10.1 Shoring Up and Forming Banks**

Earthworks, both for raising and excavating, must be carried out in such a way that collapsing is prevented.

The stability of the pit or trench walls should be ensured by installing a bank profile or shoring, as the excavation work demands. A construction drawing with calculations shall be submitted to the OWNER and I or its representative upon simple request.

The condition of the walls and any shoring must be checked on a daily basis, in any case on every occasion before work activities begin in the pit or the trench.

Suitable materials must be used for the shoring of walls with regard to both mechanical strength and resistance to seepage. The use of compressed fibre plates is strictly forbidden for the shoring of excavation walls.

It is also strictly forbidden to use the trestles of the shoring walls for hanging or supporting equipment or material.

### **2.10.2 Opportunities for Escape**

Any excavation of a pit or trench with depth of more than 1.5 meters and in which work will be carried out should be provided with a sufficient number of ladders to offer the personnel working in the excavation the possibility of rapid evacuation.

In working pits and trenches that are deeper than 4 meters, no work may be carried out without continuous supervision from outside the pit or trench. In these cases, continuous measurement of oxygen levels and harmful substances is required.

### **2.10.3 Minimum Dimensions of Working Pits**

Each pit, in which people have to work, will comply with the minimum dimensions defined in the OWNER's Particular Technical Specifications. As a thumb rule, pit size shall be 800 mm X 600 mm X 1200 mm for work up to 1200 mm depth.

### **2.10.4 Pegs and Railings**

Throughout the work, excavation openings will be screened off by means of pegs and black I yellow warning tape, railings or covering plates around the edges to warn or protect personnel.



Also, strong railings will be erected on the edges of working pits with a depth of more than 1.5 metres and in all hazardous areas and maintained in good condition.

#### **2.10.5 Sand Buffer for Working Pits on Main Roads**

In the event that digging work is carried out on or next to the main roads and on private roads, a sand buffer shall be placed in the direction of the traffic prior to the digging work so that no vehicle can fall into the pit.

This sand buffer can be made either with excavated material or with imported sand that is then used as backfill.

#### **2.10.6 Catwalks over Pits and Trenches**

BIDDER shall install the necessary catwalks in all places where people have to cross over the excavations. The strength of these walkways must be calculated in accordance with the loads they will be used to carry and will be equipped with regulation railings.

In places, where work will not be performed immediately, pits and trenches will be solidly screened off with strong fences or, better still, covered over with plates that are of sufficient strength.

BIDDER shall submit the necessary calculations for the stability and strength of these catwalks and covering plates upon simple request by the OWNER and / or its representative.

#### **2.10.7 Water Evacuation and Working Floor**

Any excavation, in which, people will be working should be kept dry and provided with a working floor of sufficient hardness. Where necessary, dewatering equipment will be set in place for this purpose and the working floors may be covered with gravel or wooden boards. BIDDER shall ensure that rainwater and water coming from the dewatering equipment is removed according to regulations and that no erosion is caused thereby.

### **2.11 Electricity**

#### **2.11.1 Inspection**

Every electrical installation on the site, including generators, distribution cabinets, etc., will be inspected on site by a Recognized Inspection Organization, before it is brought into service. Any defect must be reported immediately.

BIDDER will attach a copy of the inspection report to his HSE plan and hand it over to the OWNER and / or its representative.

#### **2.11.2 Cables and Connections**

Distribution panels must remain closed at all times during use. The connection to distribution panels may only be made using approved and waterproof plugs.

The electrical cables for connection to the various users of site electricity shall be in impeccable condition and shall be protected in a sufficient manner. In places where traffic must run over the connecting cables, they must be buried with a protective sleeve. The same rules apply for the connections of the cables. Furthermore, they must be watertight.

All connections must be at least suitable for use in humid conditions.



### **2.11.3 Earthing**

Both the central electrical site installation and any stand-alone generators will be fitted with proper earthing of which the earthing resistance will be checked before use as well as periodically. Metal site sheds and material containers will each be properly earthed to rule out the possibility of the structure becoming live.

The central electrical site installation will be equipped with a suitable earth switch with circuit-breaker. Also, the pipeline to be earthed to prevent the static effect.

### **2.11.4 Electrical Tools**

Electrical hand-tools must conform to the stipulations of the regulations of the prevailing norms, be in impeccable condition and be suitable for the work to be carried out. They must be properly earthed or double-insulated.

Welding transformers, generators, machine must be equipped with a power limiter that will guarantee the prescribed safety current.

In closed areas, tunnels, deep construction pits and damp crawling spaces, only tools with safety current may be used.

Only explosion-proof electrical equipment shall be used in classified hazardous area. BIDDER shall ensure to adhere to the hazardous area classifications.

#### **i. Protection Against Electrical Hazards (RGB enabled boards must for site electric supply)**

Followings are some of the keys for protection against electrical hazards such as Insulations Ground Wires, Fuses and Circuit Breakers, Double Insulated Tools, Ground Fault Circuit Interrupter, Recognition of Hazardous Situations and Preventive Maintenance;

- Fire may arise from faulty or over load electrical installation or as a result of accidental short circuits. Result flash over may ignite combustible material.
- The above dangers can be prevented in respect of electrical system by paying attention to the following points;
  - Proper design including current specifications of all components.
  - Correct installation, Recognition of Hazardous situations.
  - Correct use including preventive maintenance.

### **2.12 Hoisting Work**

(For all lifting work a lifting plan is must as per VGL requirement)

#### **2.12.1 Hoisting Gear and Hoisting Material**

All machines brought to the site and which can be used as hoisting gear must be provided with a valid certificate (Third party Inspection) of approval. If no certificate is available, BIDDER will have an inspection carried out before bringing the machine onto the site. All certificates of approval for machines on the site will be listed by the BIDDER in his HSE plan.

Each hoisting device must be suitable for the work to be carried out, both as regards the type and the characteristics. Hoisting devices must be properly maintained and exhibit no obvious defects.

Hoisting equipment such as hoisting straps, chains, steel ropes, hooks and clamps must be suitable for the work to be carried out, as regards both the type and the characteristics .Furthermore, all





hoisting equipment must bear a valid inspection stamp, be in impeccable condition and exhibit no obvious defects. The inspection certificates for the hoisting equipment will also be listed in the HSE plan.

When hoisting work is being carried out, special attention will be paid to the placing and stabilization of the hoisting gear. If a hoisting device is provided with stabilizing feet, the same must be used for every hoisting operation. If the stability of the subsoil is insufficient, supporting feet or plates will be used to ensure the safe installation of the hoisting devices.

Hoisting buckets will always be used for hoisting loose materials and gas cylinders. The hoisting of persons will only be permitted by means of an approved hoisting cage. All hoisting equipment will be stored in a clean, dry place immediately after use.

### **2.12.2 Personnel and Organization**

All personnel involved in carrying out hoisting work - in particular the operators of the hoisting gear and the riggers - must be properly trained to carry out this work in a manner that is efficient and safe. Crane operators must be in possession of a certificate of qualification issued by an authorized institution.

For large and difficult loads, such as loads with an awkward shape, a hoisting plan will be drawn up before carrying out the hoisting operation. This hoisting plan will define the centre of gravity of the construction and the hoisting equipment to be used.

For very large loads a calculation will be submitted upon simple request by the OWNER and I or its representative.

Wherever necessary, such as in hoisting operations in existing installations above ground, the load must be guided by one or more persons and the circuit along which the load may be moved will be determined beforehand in consultation with the OWNER and I or its representative.

During hoisting, no-one may stand under the load-bearing arm or the load itself.

Moving a load with more than one crane is only permitted after permission has been obtained from the OWNER and provided a hoisting plan has been submitted.

## **2.13 Material Storage and Handling**

### **2.13.1 General**

A clear storage plan will be drawn up in advance, both for the central site equipment and the storage areas along the perimeter of the site. For storage areas along public or private roads, this plan must be approved beforehand by the parties involved.

BIDDER is responsible for drawing up and adhering to these storage plans. He will ensure that the storage areas are always left in a clean and orderly condition and that they are clearly marked out and signposted.

All materials must be stacked in a stable manner and protected against the weather.

### **2.13.2 Hazardous Products**

All hazardous products such as Gases, Odorant, Fuels, Paints and Poisonous and aggressive products will be stored in clearly separated areas and provided with leakage trays as required. The





storage of such products will be specially indicated on the building site plan listed in the HSE plan. A copy of the safety and health cards (MSDS) for the products used must be attached to the HSE plan.

Gas Cylinders should be stored separately on a firm base and provided with a suitable protective cover over the connector tap during storage and transport. They may never be left unattended or laid flat on the ground. Cylinder shall be handled with trolleys with properly.

Products must never be siphoned over into Cylinders / Bottles / Vessels / Canisters that were originally used for foodstuffs.

All products on the sites must be labelled according to regulations. Each label must describe the properties and risks of the relevant product, the precautionary measures to be taken and the actions to be taken in case of accident (MSDS).

When storing hazardous products, sufficient and suitable fire-fighting equipment must be on hand. The location of this fire-fighting equipment must be such that it can be used immediately in the event of an incident.

The storage of hazardous products must arranged in such a way that the various products can easily be isolated.

Relevant / necessary statutory approvals should be obtained for the storage, removal / handling, transfer / transportation, disposal, etc.in accordance with the prevailing norms.

In works, where harmful or poisonous vapours are released / generated, measures must be taken to remove them efficiently.

### **2.13.3 Handling of Hazardous Materials**

All personnel must be familiar with the Material Safety Data Sheet (MSDS) for a particular material like odorant (Ethyl Mercaptan) before handling the same.

Container should be kept tightly closed and stored in well ventilated cool & dark area. To prevent, the physical damage to the container protective container shall be used.

The person handling the hazardous material like Ethyl Mercaptan should wear suitable & adequate personnel protective equipment (PPE's) such as rubber gloves, filter respirator guard, plain goggles & self-contained breathing apparatus, etc.

### **2.14 Acetylene Welding and Cutting Equipment, Butane and Propane Burners**

The welding vehicles for acetylene welding and cutting equipment must be constructed and set up in a stable manner. The oxygen and fuel gas cylinders will be placed vertically or at an angle of at least 35° during use. They must be mounted on a stable trolley.

Gas cylinders for butane or propane burners and for heating devices for site sheds must be set up in a stable manner. They will be properly secured to prevent them from tipping over.

Any installation for acetylene welding and cutting must be equipped with a sufficient number of blow-back protection devices. These devices should preferably be located as close as possible to the tools.

The gas hoses and manometers must be in impeccable condition and of the correct type. They will always be protected against damage and immediately stored again after use.



After use, the cylinders should be closed and the pressure shall be released from the hoses. When working with a naked flame, adequate / suitable fire extinguishers must be available on site as per work permit. Proper & necessary caution should be marked. After completion of work, housekeeping should be carried out at site.

## **2.15 Compressed Air / Gas Installations**

### **2.15.1 Equipment**

All Compressed Air / Gas Equipment's, such as Compressors, Hoses, Couplings, Tools/Tackles, etc. Will be kept in impeccable condition. Equipment with visible defects or which is unsuitable / no compatible for the work will be immediately replaced.

### **2.15.2 Use**

Only authorized personnel may use Compressed Air / Gas Equipment's. After use, the pressure will be released from each installations / equipment's.

## **2.16 Radioactive Sources**

### **2.16.1 Use**

Only personnel from the Recognized Inspection Organization are authorized to use or transport radioactive sources for testing purposes.

### **2.16.2 Warning Signs**

When transporting or storing such sources, standardized warning signs must be posted in the vehicle or in the storage room. These signs must be removed when there are no longer any radioactive sources in the vehicle or in the storage premises.

### **2.16.3 Marking Out Of The Test Area**

The areas where radioactive sources are being used must be clearly marked out by means of yellow / black warning tape and standardized pictograms with the words "No Entry - Radiation Hazard".

### **2.16.4 Safety Guard at the Test Area**

Throughout the duration of testing with radioactive sources, a safety guard will be posted, in addition to the warning signs. The decisions and orders of these safety guards must be strictly adhered to at all times.

## **2.17 Pressure Tests**

### **2.17.1 Inspection of Test Equipment**

All the equipment's to be used for carrying out pressure tests, such as hoses, couplings, testing heads, etc., will be inspected in advance by a Recognized Inspection Organization. A copy of the inspection certificates shall be enclosed with the HSE plan by the BIDDER.

### **2.17.2 Marking Out and Screening Off the Test Area**

The areas, where pressure tests are to be carried out will be clearly marked out by means of black / yellow warning tape and a warning sign with the words "No Entry - Installation under Pressure".

Where possible, the areas where the likelihood of pressure escaping is highest will be screened off by means of boards / plates or an earthen wall. While tests are being carried out on pipelines/



cylinders or vessels / installations / equipments, all activities at and in the vicinity of the same will be brought to a halt.

### **2.17.3 Presence of Personnel**

All the personnel, who are not strictly needed for carrying out pressure tests, will be evacuated from the test area. The personnel responsible for monitoring the pressure tests will be responsible for refusing admittance to the test area to unauthorized persons.

### **2.18 Personnel Behavior**

Every person working on the site must behave correctly and with the necessary courtesy towards his colleagues, employees of other contracting parties I subcontractors, representatives of the OWNER and third parties. Any improper conduct may be restrained by the OWNER by removing the persons involved from the site.

All unsafe situations and actions must immediately be reported to the OWNER and I or BIDDER. The instructions given by OWNER's representative must be complied with strictly and immediately.

The use of the available means of protection is compulsory and must be strictly adhered to at all times.

It is forbidden to operate the existing installations of the OWNER or of third parties; such operations may only be carried out only by authorized persons.

Entry into existing installations I premises I sites owned by the OWNER or third parties is completely forbidden unless this is strictly necessary for carrying out work and the permission of the OWNER has been secured.

### **2.19 Safety Precautions for Gas Distribution / O&M**

#### **2.19.1 General / Industrial Safety**

Human beings and all living creatures have an in-built consciousness of safety. This consciousness tempts them to protect themselves from accidents in general life. The level of this consciousness varies from person to person and creature to creature. This variation has much effect on the causes and number of accidents. Usually, this consciousness is being used incidentally when we face any unexpected physical trouble in general life.

Apart from the general consciousness of safety, a planned programme is required to preserve and upgrade the safe conditions and safe activities at Industries. This is because, here the human beings has to work with machines, materials and environment, which involve different type of risks and hazards which are not common in general life. This planned programme of safety recommends the type I quality of man, machines I materials to be used, working I operating procedures, condition to be observed, precautions to be taken and methods of handling emergencies. This programme also covers training on these wide areas, to develop the employees to operate the Industry in ultimate Safety. The result of this programme is termed as Industrial Safety

#### **2.19.2 Safety Precautions While Doing Jobs in Valve Chambers / Pits**

##### **a. Leak Test / Cleaning / Painting**

- Extra care to be taken while lifting the sleepers from chamber



- Detect Gas leak (if any) in the chamber, before starting any activity in the chamber I making entry in the chamber.
- Do not start any job, if there is any gas leakage in the chamber. Arrest/ Repair the Leak first and check again by the detector Isoap solution.
- In no case smoking and naked flames shall be allowed near the open valve chamber.
- Minimum one person must be posted outside the chamber for keeping watch inside the chamber.
- Open valve chamber must be cordoned off and warning sign boards placed.
- Keep contact with wireless communication with nearest Control Room.
- Before closing valve chamber, do final check inside the chamber. Do not leave paper and other combustible.

#### **b. Demolishing of Valve Chamber & Removal of Valve Assembly for Live Network Demolishing**

- Install caution boards at both sides of valve chamber at safe distance of minimum 5 Mtrs. each from valve chamber.
- Locate Fire Extinguishers at a suitable place with a trained person, to operate on emergency.
- Shift the chamber covers to a distant and suitable place.
- Check the inside of valve chamber for any sharp materials or creatures. Pump out water, if there is water inside.
- Take care test and ensure no leakage.
- Clean / remove all unwanted materials from 2 Mtrs. surroundings of the valve chamber.
- Only one worker should get inside the chamber at a time, to break the chamber. Pipe valve to be protected and should be covered.
- Break the walls from inside the chamber to outside so that the bricks would not fall inside and bit / damage the valve assembly.
- The bricks nearer to the pipeline should be taken out one by one to avoid any damage to the pipeline.
- Remove all the broken materials from the chamber and surroundings.
- If the concrete / cement floor of the chamber is required to be broken, it should be done only after isolating and venting out NG from the pipelines section.

#### **Removal**

- Isolate the section including the valve assembly by closing nearest isolation valves or squeezing at nearest point.
- Vent out NG from the section using vent pipes after ensuring no source of fire at the surroundings. Take care of traffic / vehicles.
- In case of MS network, do purging with Nitrogen / inert gases and ensure the Methane content is less than 2%.

### **2.19.3 Safe Route Selection Procedure for U/G Pipeline Work**

a. The Safety and life of a gas distribution network is highly depending upon the selection of the route of the network. A proper route selection;

- Facilitates easy laying of the pipeline,
- Eliminates hazardous areas / identifies the type of protection to be provided.
- Minimizes the chances of damage to pipeline by other U/G utility agencies.
- Confirm proper location of valves / venting / LPT & Maintenance can be safe and unpopulated area.



**b. Following are some of the guidelines for route selection of U/G pipeline network;**

- A visual survey of the alternative route should be made and note down all apparent physical obstacles, natural or constructed, that may affect the conduct of the work.
- Details should be obtained from concerned agency / ROU holder that may affect the conduct of the work.
- Local authorities should be contacted to obtain any available information on the construction of adjacent buildings and other structures and future planning / proposals. Account must be taken of any stray current that may exist in the vicinity.
- Wherever possible the route should be chosen so as to avoid locations where the proposed pipelines could be subjected to abnormal mechanical loading or other adverse condition which may lead to accelerated deterioration.

**c. Avoid laying in the following areas;**

- Areas already congested with underground plant / utilities.
- In proximity to unstable structures or walls retaining material above the ground level.
- Areas, where there has been recent infill especially within the last two years.
- Ground liable to subsidence or side slip.
- Areas of known or suspected corrosion activity.

**d. Following additional care should be taken for laying;**

- If the pipes are laid in areas, where future maintenance would result in no damage to structures or plant of third party.
- Main pipes should be laid as far away from a building as is practicable and in any event not closer that would subject the pipes to structure loads from the building.
- Ensure that branch lines dedicated to direct supply to customers are preferably routed in land for public use.
- Trial pit may be necessary, particularly at road crossings, culverts and bridges to prove the route and the type of ground.
- Special drawings will be required for certain crossing e.g. Culverts, bridges, etc.
- A plan of the proposed route of the main must be prepared. Design of the pipe size should be considering future extensions.
- Use proper pipes which has proper diameter and thickness.
- Lay pipes in open areas so that in case of gas leakages it would easily disperse in the atmosphere.
- Ensure no source of ignition close to the pipeline from surrounding.
- Location of isolation valves should be in unpopulated I isolated area sand beat a reasonable distance from the roads, so that it would not be damaged by vehicles and maintenance I testing jobs could be carried out safely.
- Take care that isolation valves should not be in parking areas and just under electrical cable I nearby electrical installations like transformer, etc.

**2.19.4 Safety in Commissioning / Charging Industry / Commercial**

Safety checks I precautions to be observed before and during commissioning of Gas inside an Industry are as follows;

- Ensure that all items like pipes, valves, fittings are of standard Quality supplied I certified by OWNER. Also, ensure approval of PRS & its installation I equipments including vent line prior to commissioning.



- Ensure that standard fabrication, welding inspection and installation methods are followed.
- Check the layout of gas train and equipment I valves used in gas train.
- Check the electrical items used in gas train are of flame proof type.
- After pre-commissioning check, all pipeline section I equipment should be Nitrogen purged to minimize the Oxygen percentage below 2.
- After successful purging, charge the pipeline and equipment in following sequence;
  - Gas charging in the supply line.
  - Gas charging in PRS.
  - Gas charging in Internal Piping.
  - Gas charging in Gas train I Burner.
- Before charging the burner, take dry-run of the burner, i.e. switch on the burner without gas and check the sequence controller as well as flame failure safety interlocks.

### **2.19.5 Precaution before Doing Hot Work on Gas Line**

- Ensure that a work permit is taken for the job to be executed well in advance.
- Ensure all Safety Equipments adequate & suitable Fire Extinguishers, Personnel Protective Equipments, etc. Are available at the site of work.
- Establish wireless / telecommunication with the control room before starting the job.
- Grease the main Isolation valve at Valve chamber / Metering platform before job.
- Pre-purge the section for hot work with nitrogen and check methane percentage at any of the tapping point / pressure gauge point with suitable analyser / detector, it should be zero.
- Repeat the pre-purge operation if methane percentage is detected until zero percentage is achieved.
- Do the actual gas cutting / welding work on the line once zero methane percentage is achieved.
- Use Personal Protective Equipments while doing the Gas Venting, Cutting, Welding and Grinding Operations.
- After finishing of the job test pipeline section with Nitrogen at recommended test pressure with soap solution and lock pressure test.
- After confirmation of testing, Post purging of the section should be done and Oxygen
- Percentage should be checked at the farthest point which be minimum 2%.
- Before charging NG following pre-commissioning checks should be done;
  - Inspection of the job done.
  - Ensure all drain valves, Pressure gauge tapings are enclosed condition.
  - All tools tackles & equipment not required should be removed from the site.
  - All activities should be stopped.
  - Only required personnel should be present at the site.
- Inform all concerned before charging NG in the section including control room.
- While recharging, always crack & gradual open the inlet valves.
- Vent the gas from all farthest points to remove Nitrogen percent if present. Check that Methane percentage is more than 5%.

### **2.19.6 Safety Guideline for Plumbing Installation**

#### **a. Route Selection**

- Underground Tapping Line
- Location of tapping saddle should be at a free place away from other utilities, electric posts, septic tanks etc.





- Length of U/G piping in customers' premises should be as minimum as possible. The/G pipeline should not cross any U/G tanks or open trenches.
- Riser pipe should be provided on a wall having enough space to install valves, Pressure regulator, Meter etc.
- In parking area / boundary wall A/G piping should be avoided or minimized.
- Height of the A/G horizontal pipe should be in such a way that children cannot use it for climbing or jumping.
- Wherever possible; initial rise / elevation to the piping should be given inside the boundary wall to avoid any vehicular accident / foul play by outsiders.
- Pipeline routing should be in such a way that door / window / any similar moving parts should not hit the gas pipe, valve, meter and regulator.
- Ensure that electric cables do not come in physical contact with gas line. It is recommended to keep a minimum distance of 1.5 feet between gas pipeline and electrical lights, cables / installation.
- Isolation / Control valves, meter, regulator and any other joint should not be provided nearest to electric lights, switch boards etc. install single pipes without joints as a minimum distance of 1.5 feet at these points.
- Location of gas tap should be at enough distance from the hot plates / burners so that the gas tap & rubber tube do not get heated up.
- Gas tape should be at convenient height not less than 4 feet. In special cases, if the gas taps are to be installed further below an extra isolation / control valve should be provided on the tapping pipe. Gas taps should not be provided in closed cabinets.
- Individual control valve should be installed for each connection outside the house at a height of 6 feet. For apartments one main control valve should be installed at a convenient height on the main riser pipe; in addition to individual valves.

#### **b. Installation**

- RCC guard should be provided where A/G & U/G piping join each other.
- Clamping should be provided at both sides of gas meter.
- Proper & firm supports should be provided for riser and branches to avoid direct load on fittings, valves, regulators, etc.
- Minimize the number of joints as much as possible inside the house.
- Avoid the A/G gas pipe crossing other pipelines, wires, etc.
- Pipeline should not be installed hanging between pillars of any projections on walls.
- No gas tap should be left without connecting to a burner. In such cases the gas point should be kept closed by and hollow hex plug.

#### **c. Ground Connection**

- Pressure test for A/G installation to be confirmed before giving ground connection.
- Do the ground connection after charging of PE network.
- Before ground connection; check all plumbing installation. Entire installation should be completed up to gas tap with proper supporting work.
- All extra gas taps should be plugged with hollow hex plug.
- Soap solution test of the Ground Connection should be done up to Saddle Tee joint.





#### **d. Testing**

- Only inspected I calibrated Pressure Gauges should be used.
- Pump cylinder to be dismantled and line should be plugged after achieving required pressure. At farthest end i.e. at gas tap; pressure to be checked and confirmed for at least 1 hrs. All joints should be checked with soap solution.

#### **e. Conversion**

- Pressure test report to be confirmed.
- Uncompleted work should be checked (i.e. any open ends, gas taps, plugs, etc...)
- Soap solution test to be carried out, after removing spool piece & installation of meter, regulator, unions, connectors, etc...
- Do not charge if there is any leakage.
- All wall openings & supports should be well completed before conversion

#### **2.19.6 Conditions To Be Observed Prior To Start Work On Gas Installation**

- All required sizes of valve keys, wheels are available and placed nearest to their application place.
- Minimum 2 nos. suitable (DCP) Fire Extinguishers should be available at each site.
- Continuous wireless communication between site and control room and between sites must be established, immediately on reaching the sites and before starting any activity.
- No smoking should be done in the 15 Mtrs. radius of site.
- Only intrinsically safe I flame proof I explosion proof electrical equipments I items should be used.
- No source of ignition I spark should be present within 15 Mtrs. radius of site.
- Check wind direction and position the diesel fired I electrical items accordingly keep it 15 Mtrs. away from the site.
- Wherever possible work should be done during the slack hours of traffic and gas consumption.
- Measuring instruments must be in good working condition (Oxygen Analysers, Gas Detectors, Gas Surveyor, Flame Ionization Detector, etc.)
- Use calibrated Pressure gauges only.
- Only 24 volt D.C. supply is to be used for transmitter calibration work.
- For Venting out gas locate / choose safe place considering;
  - Open ventilated place available.
  - Overhead Electrical Wires / Installations.
  - Vehicular Traffic.
  - No smoking zone - non populated area.
  - Always vent - Gas at height by providing minimum 3 Mtrs. long pipe to vent pipe.

#### **2.19.8 Guideline for Working in Confined Space**

##### **a. Definitions**

In general industry terms a confined space means a space in any vat, vessel, tank, container, silo, valve pit / chamber, trenches, odorant storage, receptacle, underground sewer, shaft, well, tunnel or other similar enclosed or partly enclosed structures, when the space is;

- Intended or likely to be entered by any person, and
- Has a limited or restricted entry and exit, and



- Intended to be at normal atmospheric pressure while a person is in that space, and
  - Contains, or is intended to contain, an atmosphere that has a harmful level of contaminants or an unsafe oxygen level.
- b. In terms of gas distribution, defined spaces may include regulator or valve pit, meter rooms, trenches or excavations, odorant facility, drainage or other pits of other utilities.

### **c. Hazards in Confined Spaces**

A hazard is a potential source of harm or injury. A risk is the likelihood of being affected by a particular hazard. Thus “hazard” and “risk” have different meanings. Hazards encountered in confined spaces include oxygen deficiency, oxygen enrichment, flammable gases, toxic gases, noise, dust, smoke, fumes, heat stress, and mechanical hazards.

### **Oxygen - Deficiency or Enrichment**

The minimum oxygen content in air should be 19.5% by volume under Normal atmospheric pressure. The usual oxygen level in outdoor air is 20.9%.

Oxygen enrichment, greater than 23.5%, is associated with increased fire hazards in that lower than usual concentrations of flammable gases or other combustible materials will burn because of the higher oxygen level.

### **Flammable Gases**

The presence of a flammable gas in concentrations between its lower (LEL) and upper (UEL) explosive limits can produce a potentially explosive atmosphere. A source of ignition, such as a flame or spark can cause an atmosphere to explode causing injury, death and property damage. Other flammable gases and vapours include petrol, kerosene, ammonia, benzene, toluene and xylene. There are hundreds of other compounds which could be included in this list.

### **Toxic Gases**

Exposure to toxic gases can result in widespread effects ranging from local irritation of the airways and eyes through to wide ranging effects throughout the body including death. The following provides information about two commonly found toxic gases;

**Carbon Monoxide** is a colorless, odorless gas which is impossible to detect by the normal senses. It is a product of incomplete combustion. This can be in an internal combustion engine, whether petrol, diesel or LPG, such as chain saws, motor mowers, or petrol driven pumps, etc. Nearly all fires produce some carbon monoxide. Carbon monoxide inactivates the oxygen carrying compound of the blood preventing sufficient oxygen reaching the brain. It takes about three to five minutes for an oxygen starved brain to suffer irreversible damage and death results in about ten minutes.

**Hydrogen Sulphide**, commonly known as “rotten egg gas” for an obvious reason, results from the action of microbes in a variety of conditions, e.g. in sewage and rotting animal and vegetable matter. While hydrogen sulphide is easily recognized by its smell, anyone exposed to even low levels of the gas will soon develop “olfactory fatigue”.

This means that although it is still present in the air the sense of smell becomes less sensitive. This could result in death if the concentration suddenly increases to a toxic level, as the person exposed will not notice this increase. Hydrogen sulphide may irritate the eyes and airways and affect many body functions.



### **Dust, smoke and fumes**

Some dusts, once they become airborne, can result in an explosive atmosphere but this is not common in confined spaces. Airborne dust, also referred to as particulates, is measured in milligrams per cubic meter (mg/m<sup>3</sup>) of air sampled. Dust has a health consideration as well. Breathing of dust particles, depending upon the material from which they came and their size can cause any or a combination of;

- Pneumoconiosis
- Emphysema
- Silicosis asbestosis

### **2.19.9 Precautions for Geyser**

#### **Installation**

The balance flue type gas geyser is the safest one, but as it is not available in India and it will take some time to develop the same. We can continue using flue type gas geyser safely by taking following precautions;

- As far as possible, install gas geyser in a well ventilated bathroom only, and its ventilation should remain effective even after the bathroom door is closed
- If you are in a bathroom, with a gas geyser on, and if you start feeling certain abnormalities like, deep breathing. Fast breathing, headache, etc. open the door immediately and come out of the bathroom at once.
- To be sure safe, store the hot water by switching on the gas geyser, but keeping bathroom door and ventilators open. After storing the required hot water, shut off the geyser and take a bath even after closing the door.

#### **Four Steps for Safe Operation of a Gas Geyser**

- First open the gas tap.
- Ignite the pilot flame-either with inbuilt ignition system or with a match-stick.
- Observe the pilot flame and make sure it is stable.
- Lastly open the water valve.

#### **Never Open Water Valve Prior To Opening of a Gas Tap**

- This will open the main gas regulator, resulting into gas coming out of the geyser combustion chamber, which may cause fire flames outside the combustion area of geyser. And in this condition, if ignition is delayed by any reason, than good amount of gas may accumulate in the bathroom, which may cause explosion.
- Never encourage children to operate the geyser; gas tap should be located at 6" height, beyond the reach of children.
- Never keep clothes and hair loose, while operating geysers, and never operate geysers, very closely.

### **2.19.10 Others**

**a. Ventilation:** Before installing the gas connection / gas geyser, adequate & proper (cross) ventilation should be ensured. Generally, a standard bathroom and kitchen does not comprise any cross ventilation. Hence, all the installation must be carried out based on the OWNER's / statutory norms. Since, the natural gas replaces the air contains oxygen very, quickly & so oxygen required for human being deficits, cause human fatality, too. Also, it the likelihood of fire & explosion increases. Every person working on the site must behave correctly and with the necessary



courtesy towards his colleagues, employees of other contracting parties / subcontractors, representatives of the OWNER and third parties. Any improper conduct may be restrained by the OWNER by removing the persons involved from the site. Also, in the bathroom, there are chances of producing Carbon dioxides & monoxides from geyser & human taking bath therein, which are also having potential hazards of an accident.

**b. Road Safety:** Considering, Indian road conditions & human tendency, road safety is required during performing the work on the main roads, pipeline routes, patrolling, monitoring, complaint attendance, emergency call, etc.. . Defensive driving plays major role in this issue, hence, driver should be well trained, accountable towards the specified responsibility, having valid licence for the particular vehicle, renewal from time to time, should be trained for hazardous goods transportation (TREM CARD is required in such cases). Emergency Vehicle should be given utmost importance in terms of operability, statutory aspects, maintenance, spark arrestor (exhaust muffler), etc. The work to be carried out in dark / night hours should also be given substantial importance by following best engineering practices.

## 2.20 Documents of Precedence

Where any portion of the GTS is repugnant or variance with any provisions of the PTS, unless a different intention appears, the provision(s) of PTS shall be deemed to govern the provision(s) of GTS of contract. If there is no variance or repugnance between GTS and PTS both clauses shall be applicable.

In case of conflict between the requirements of this specification and that of the referred codes, standards and specifications, the requirements of the referred codes, standards and specifications shall govern

Sl. No.	Description	
1	Introduction	
2	Definitions	
3	Documents of Precedence	
4	PTS	PE Pipes
5	PTS	Electro Fusion Fittings for PE Pipes
6	PTS	GI Pipes with Powder Coating
7	PTS	GI Fittings with Powder Coating
8	PTS	Brass Fittings with Head Chrome Plating
9	PTS	Warning Mat
10	PTS	Powder Coating of GI Pipes and Fittings
11	PTS	TPIA



### 1. Introduction

Vadodara Gas Limited is currently operating 30 CNG stations, Including 04 Mother Station , 02 Online Station , 26 Daughter Booster Station. The average CNG sale is around 95,000 Kgs per Day. VGL is currently supplying Piped Natural Gas to 2, 21, 000 Domestic Consumers, 2800 Nos of Commercial Consumers and 26 Nos of Industrial Consumers.

The main scope of the work is to provide the Last Mile Connectivity to Domestic PNG Customer for which free issue material such as Domestic Meter, Regulator, Gas Tap, Ball Valve, Rubber Hose will be supplied by VGL. All the other GI fittings, Meter Adaptor, RCC Guard, Transition Fitting, 20 mm MDPE Pipe and all other GI fittings related material as per the Technical standards will be in the scope of contractor. Contractor must submit the TPI clearance report along with the purchase invoice of the contractors supplied material regular basis.

This technical specification defines the basic guidelines to develop suitable construction methodology for carrying out different activities listed out in the schedule of rates of this tender. Compliance with these specifications and / or approval of any of the Contractor's documents shall in no case relieve the Contractor of his contractual obligations

### 2. Definitions

Owner/ Client	Vadodara Gas Ltd., (VGL)
Manufacturer	Means the Manufacturer of the respective materials
PTS	Present "Particular Technical Specification" and its entire appendix, if any
TPIA	Third Party Inspection Agency to be appointed by VGL at Site
QAP	Quality Assurance Plan
EIC	Engineer-in-charge
Vendor	The person(s), firm, company, organization from whom Client / Contractor procures materials
GTS	Means the Present "General Technical Specification" and its entire appendix, if any

### 3. Documents of Precedence

Where any portion of the GTS is repugnant or variance with any provisions of the PTS, unless a different intention appears, the provision(s) of PTS shall be deemed to govern the provision(s) of GTS of contract. If there is no variance or repugnance between GTS and PTS both clauses shall be applicable.

In case of conflict between the requirements of this specification and that of the referred codes, standards and specifications, the requirements of the referred codes, standards and specifications shall govern.



#### 4. PTS - PE Pipes

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### 1. Scope

The scope of the tender will include manufacture, supply, inspection, testing, marking, packaging, handling and dispatch of PE pipes of ratings and grades as per IS: 14885: 2001 with latest amendments.

All codes and standards for manufacture, testing, inspection etc shall be of latest edition.

Owner reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

### 2. Material

The material grade of polyethylene PE Pipes shall be PE 100, SDR-9, DN 20. Material shall conform to the requirement of Cl. No. 5 of IS:14885: 2001 with latest amendments. Raw material of PE pipe shall be virgin quality.

### 3. Pressure Rating

The pressure rating of pipe shall be PE-100 shall be as per Table -7 of Clause 8.1 & 9.1 of IS: 14885: 2001 with latest amendments.

### 4. Hydrotesting Strength

- PE Pipes shall be tested at 20°C, 80° C and 80 ° C for 100 Hrs, 165 Hrs and 1000 Hrs respectively.
- Test result shall be no sign of localized swelling, No leakage or Bursting.

### 5. Nominal Diameter (DN)

The nominal diameter of pipes covered in this standard is DN 20, N 32, DN 63, DN 90, DN 125 and DN 160.

### 6. Dimension, Wall Thickness, Length Of Pipes

- The Dimension of PE-100 shall be as per Table -3 of Clause 6.1 of IS: 14885: 2001 with latest amendments.
- The wall thickness of PE-100 shall be as per Table -4 of Clause 6.2 of IS: 14885: 2001 with latest amendments

NOMINAL DIAMETER (DN)	MATERIAL GRADE – PE 100 Wall thickness min. / max. (m.m.)
20	3.0

- Length of Pipes
- The required Maximum length of DN 20 pipe is 100 mtr. per coil.

### 7. Tolerance

#### 7.1 Tolerances for Length of Pipes

Tolerances for each rolled pipes: - 0 / +0.5m

#### 7.2 Tolerances for Outside diameter shall be as per Table 3 of IS: 14885: 2001 with latest amendments.

Tolerances for 20mm dia pipe : -0/20 mm

Tolerance shall meet the thickness requirement as mentioned in Cl. No. 6.1 of present PTS.





**7.3** Ovality of Pipes shall be as per Table 3 of IS: 14885: 2001 with latest amendments.

Ovality to the 20 mm dia pipe: 1.2 mm

**8. Colour**

Colour of DN 20, PE - 100 pipes shall be orange as per Clause 4.4 of IS:14885: 2001 with latest Amendments

**9. Quality Assurance Plan (QAP)**

Pipe end shall cleanly cut, square with the axis of pipe and protected against shocks and ingress of foreign bodies by appropriate end caps.

The Contractor/Manufacture /Vendor shall submit following for review of TPIA/ EIC at the time of final inspection at contractor store before installation of materials.

- Material test Certificates / report as per clause 5 of IS: 4984: 1995 with latest amendments.
- Performance requirements as per clause 5, 8, & 9 of IS: 14885: 2001 with latest amendments.
- Type test as per clause no. 9.1 of IS: 14885: 2001 with latest amendments.

**10. Inspection / Documents**

Inspection shall be carried out as per Owner Technical Specification.

TPIA IEIC shall carry out final inspection at contractor store at the time of material acceptance I clearance before installation I work execution at site.

Contractor I Manufacture Vendors shall furnish all the material test certificates, proof of approval I license from specified authority as per specified standard, if relevant, internal test I inspection reports as per Owner Tech. Spec. & specified code for 100% material, at the time of final inspection of each supply lot of material.

Contractor I Manufacture Vendors shall furnish all the codes I documents shall be made available for reference of TPIA at the time of inspection.

For any control, test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date and place along with production schedule.

Even after third party inspection, EIC reserves the right to select a sample of items I materials randomly from each manufacturing batch I lot & have these independently tested. Should the results of these tests fall outside the limits specified in Owner technical specification, then Owner reserves the right to reject all production supplied from the batch.

Pipes shall be free from no sign of localized swelling, no leakage or bursting during hydro testing as well as delivery at site.

Pipe shall be free from scoring, cavities and other surface defects and pipe end shall be cut cleanly and square to the axis.

Pipe end shall cleanly cut, square with the axis of pipe and protected against shocks and ingress of foreign bodies by appropriate end caps.



## 11. Marking

Owner name shall be marked on each pipe.

- All pipes shall be permanently and legibly marked along their length with a legend which shall be impressed to a depth of not more than 0.2 mm.
- Marking details shall be formed in such a way that marking does not initiate cracks or other type of failure and in such a way that with normal storage weathering and processing and permissible method of installation use legibility shall be maintained for the pipe.

Legend shall be repeated at intervals of 1 m and shall consist of following Information:

- Owner Trade mark I Name or Brand (i.e. VADODARA GAS LIMITED)
- Material and designation (i.e. D-20N, SDR-9, PE-100).
- Manufacturer's identity name or trade name
- Purchase Order No.
- Code & Standard (i.e. IS - 14885 :2001)
- Batch no. or lot no
- Weight of coil and Length of Coil at every meters
- Manufacturing Date
- Service (i.e. GAS)

## 12. Packaging

Packing shall be done for Pipe end cleanly cut, square with the axis of pipe and protected against shocks and ingress of foreign bodies by appropriate end caps.

Packaging shall be done in Hessian cloth (jute), PVC/PE films to avoid direct sunlight and facilitate outdoor storage and the ends shall be protected by proper end caps to prevent from shocks and ingress of the foreign body.

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor / manufacturer / Supplier / Vendor shall submit the packaging details and also complied with at the time of delivery.



## 5. PTS - Electrofusion Fittings for PE Pipes

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## 1. Scope

The intent of this specification is to establish minimum requirements to manufacture, testing and supply of Plastics piping systems for the supply of gaseous fuels -Polyethylene (PE) Fittings.

The scope of the tender will include manufacture, supply, inspection, testing, marking, packaging, handling and dispatch of Plastics piping systems for the supply of gaseous fuels -Polyethylene (PE) Fittings as per EN 1555-3: 2002 / ISO 8085-3 with latest amendments.

All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

Owner reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

Following PE Electrofusion fittings shall be supplied under these specifications.

- Electro fusion socket fitting
- Electro fusion saddle fitting
- Tapping tee
- Branch saddle
- Mechanical fitting
- Spigot end fitting
- Voltage regulation
- Intensity regulation

## 2. Material

### Compound

The compound from which the fittings are made shall conform to EN 1555-1.

### Material for non-polyethylene parts

PE pipes conforming to EN 1555-2:2002 and the requirements for the level of material performance of non polyethylene parts shall be at least as stringent as that of the compound for the piping system.

### Elastomers

Elastomeric seals shall conform to EN 682 and Other sealing materials are permitted if suitable for gas service.

### Other Materials

Greases or lubricants shall not exude onto fusion areas, and shall not affect the long-term performance of fitting materials

Other materials may be used provided that it is proven that the fittings conform to this standard.

## 3. Mechanical Properties

Fittings shall be tested using pipes, which conform to EN 1555-2.

- Jointed pipe and fitting test pieces shall be assembled in accordance with the technical instructions of the manufacturer and take into account the limit conditions of utilization described in EN 1555-5.
- The sample test assemblies shall take account of manufacturing and assembly tolerances.
- In the event of modification of the jointing parameters, the manufacturer shall ensure that the



joint conforms to the requirements given in clause 7.2 of as per EN 1551-3.

- Unless otherwise specified by the applicable test method, the test pieces shall be conditioned at  $(23 + 2) ^\circ\text{C}$  before testing in accordance with Table 4 of as per EN 1551-3.
- When tested in accordance with the test methods as specified in Table 4 using the indicated parameters, the fittings shall have mechanical characteristics conforming to the requirements given in Table 4, as applicable to the following types of fitting:
  - Electro fusion socket fitting;
  - Electro fusion saddle fitting;
  - Spigot end fitting

#### **4. Physical Characteristics**

The physical characteristics of electro fusion fittings shall conform to the requirements of Table 6 of clause 8.2 as per EN 1551-3.

#### **5. Performance Requirement**

When electro fusion fittings conforming to this standard are assembled to each other or to components conforming to other parts of EN 1555, the joints shall conform to EN 1555-5

#### **6. Hydrostatic Pressure Test**

Electro fusion fittings shall conform to the requirements of Table 4 of clause 7.2 as per EN 1551-3.

#### **7. Pneumatic Pressure Test**

Electro fusion fittings shall be leak tightness tested and conform to the requirements of Table 4 of clause 7.2 as per EN 1551-3.

#### **8. Dimensional tolerances**

Dimensions tolerances of various types of Electrofusion fitting shall be as per EN 1551-3.

#### **Measurement of dimensions**

Dimensions shall be measured at  $23 + 2 ^\circ\text{C}$ , after being conditioned for at least 4 h. The measurement shall not be made less than 24 h after manufacture of fittings.

#### **Diameters and lengths**

The electro fusion socket diameter and lengths shall conform to Table 1 and clause 6.2 of as per EN 1551-3.

Outlets from tapping tees and branch saddles shall conform to clause of 6.4 of as per EN 1551-3.

The dimensions of spigot end fittings shall conform to Table 3 and clause of 6.4 of as per EN 1551-3.

Mechanical fittings with polyethylene spigot end (Polyethylene spigot ends) shall conform to 6.4.

Mechanical fittings with polyethylene electro fusion sockets shall conform to 6.2.

#### **Wall Thickness**

The minimum wall thickness of a fitting shall be in accordance as per Clause of 6.2.2. and Table 2 of as per EN 1551-3.

**Wall thickness of the fusion end**

The wall thickness of the fusion end shall be at least equal to the minimum wall thickness of the pipe, except between the plane of the entrance face and a plane parallel to it, located at a distance not greater than  $(0.01 D_e + 1 \text{ mm})$ , where a thickness reduction for e.g. a chamfered edge is permissible.

**Wall thickness of the fitting body**

The wall thickness of the fitting body measured at any point, shall be at least equal to the nominal wall thickness of the pipe.

The permissible tolerance of the wall thickness at any point shall conform to those of the nominal wall thicknesses given in EN 1555-2.

Any changes in wall thickness of the fitting body shall be gradual in order to prevent stress concentrations.

**Out-of-roundness of the bore of a fitting (at any point)**

When a fitting leaves the site of the manufacturer, the out-of-roundness of the bore of a fitting at any point shall not exceed  $0,015d_n$ .

**Colour**

The colour of the PE parts of fittings shall be black.

**9. Quality Assurance (QA)**

The Contractor/Manufacturer /Vendor shall submit following for review of TPIA / EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates / reports
- Performance requirements and type test, if any.

**10. Inspection/ Documents**

- Inspection shall be carried out as per design codes/standards, OWNER Technical Specification and QAP enclosed in this tender by TPIA / EIC.
- TPIA /EIC shall carry out final inspection at contractor store at the time of material acceptance / clearance before installation / work execution at site.
- TPIA / EIC shall carry out random inspection during manufacturing/ final inspection.
- Contractor / manufacturer / Supplier / Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports as per OWNER Technical Specification, at the time of final inspection of each supply lot of material.
- Even after third party inspection, OWNER reserves the right to select a sample of items randomly from each manufacturing batch/ lot and have these independently tested. If the results of these tests fall outside the limits specified in OWNER Technical specification, then OWNER reserves the rights to reject all production supplied from the batch.
- For any control test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date & place along with production schedule.



### **11. Marking**

Electro fusion fittings marking shall confirm to the requirements of clause 10 as per EN 1551-3. The minimum required marking shall conform to Table 7 of EN 1551-3.

Each fitting shall be embossed with OWNER's logo, manufacturers name and trade mark on fittings.

Each packing containing fittings shall carry the following stamped or written in indelible ink.

- Number of the System Standard- EN 1555
- Manufacturer's name and/or trademark
- Nominal outside diameter(s) of pipe, dn (i.e. 20, 36, 110 etc.)
- Material and designation (i.e. PE 80 or PE 100)
- Design application series (i.e. SDR - 9)
- SDR fusion range (i.e. SDR 11 -SDR 26)
- Manufacturer's information
- Internal fluid (i.e. Gas)
- Month and year of manufacturing

### **12. Packaging**

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor / manufacturer / Supplier / Vendor shall submit the packaging details and also complied with at the time of delivery





## 6. PTS - GI Pipes with Powder Coating

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<b>8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to VGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure. ....</b>	<b>- 63 -</b>
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## 1. Scope

This present document covers the technical specification for the procurement of GI Pipes used in high pressure natural gas transportation and distribution systems. It describes the general requirements, controls, tests, QA/QC examination and final acceptance criteria which needs to be fulfilled.

This specification covers the requirements for GI pipes of heavy steel tube. Unless modified by this specification, requirements of IS 1239 (Part-I): 2004 (Latest edition) & IS 10748 (Latest edition) shall be valid.

## 2. Material

The material used for the manufacturing of GI pipes confirming to IS 1239 (Part -1): 2004 (Latest edition).

## 3. Pressure test

Hydrostatic pressure test shall be carried out at a pressure of 5 Map for the duration of at least 3 second and shall not show any leakage in the pipe. Vendor to submit the internal pressure test certificate for the same. Owner Representative or Third party Inspection Agency appointed by Owner shall witness finish goods testing as per the sample procedure specified in IS: 1239 (Part-1) - latest edition.

## 4. Dimensions, Thickness & Dimensional tolerances

The dimensions & nominal mass of tubes shall be in accordance with Table 5 subject to the tolerances permitted in CL.8.1 & 9 of IS 1239 (Part-I) : 2004 ( Latest edition ). Length of each pipe shall be 6 mtrs with. + 6, - 0 mm tolerance. However, pipe length shall be considered 6 m. only for measurement / payment purpose.

Nominal Diameter DN	15 mm (1/2")	25 mm (1")
Grade	Heavy	Heavy
Outer Dia. (Max. / Min.)	21.8 mm / 21.0 mm	34.2 mm / 33.3 mm
Thickness (mm)	3.2	4.0
Nominal weight (Kg / m)	1.44	2.93
Tolerance on Thickness	-10% / + Not limited	-10% / + Not limited

## 5. End Connection of Pipe

GI Pipes shall be supplied with plain end.

## 6. Freedom from Defects

On visual examination the outside & inside surfaces of pipes shall be smooth & free from defects such as cracks etc.

## 7. Galvanizing

- Pipes shall be galvanized to meet the requirement of IS: 4736 - 1986 with latest amendment.
- Zinc conforming to any grade specified in IS: 13229- 1991 with latest amendment shall be used for the purpose of galvanizing.
- Galvanizing bath: The molten metal in the galvanizing bath shall contain not less than 98.5% by mass of zinc.
- Mass of zinc coating: Minimum mass of zinc coating determined as per IS: 6745 shall be 360 gms/m<sup>2</sup>.
- Uniformity of galvanized coating: The galvanized coating when determined on a 100 mm



long test piece in accordance with IS 2633: 1986 with latest amendment shall withstand 5 one - minute dips.

- Freedom from defect: The zinc coating on internal & external surfaces shall be uniform adhered, reasonably smooth & free from such imperfections as flux, ash & drop inclusions, bare patches, black spots, pimples, lumpiness runs, rust stains, bulky white deposits & blisters. Rejection & acceptance for these defects shall be as per Appendix - A of IS 2629: 1985 with latest amendments.
- Samplings
  - a) All materials of the same type in coating bath having uniform coating characteristics shall be grouped together to continue a lot. Each lot shall be tested separately for the various requirements of the specification. The number of units to be selected from each lot for this purpose shall be IS: 4711 1995 with latest amendment.
  - b) The sample selected according to Clause 6.1 & 6.2 of IS: 4736 - latest edition.
  - c) The sample found conforming to above requirements shall then be tested for mass of zinc coating in accordance with Clause 5.1 of IS: 4736 - 1986 with latest amendment.
  - d) Criteria for conformity: As per IS: 4736 - 1986 with latest amendments

## **8. Quality Assurance (QA)**

The Contractor/Manufacture /Vendor shall submit following for review of TPIA / EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates / reports
- Performance requirements and type test, if any.

## **9. Inspection / Documents**

Inspection shall be carried out as per Owner technical Specification.

TPIA /EIC shall carry out final inspection at contractor store at the time of material acceptance / clearance before installation / work execution at site.

The manufacturer shall have a valid license to use ISI monogram for manufacturing of pipe in accordance with the requirement of IS: 1239.

Contractor / Manufacture /Vendor shall furnish all the material test certificates, proof of approval / license from specified authority as per specified standard, if relevant, internal test / inspection reports as per Owner Tech. Spec. & specified code for 100% material, at the time of final inspection of each supply lot of material.

Contractor / Manufacture /Vendor shall furnish all the codes / documents shall be made available for reference of TPIA at the time of inspection.

For any control, test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date and place along with production schedule.

Even after third party inspection, EIC reserves the right to select a sample of items / materials randomly from each manufacturing batch / lot & have these independently tested. Should the results of these tests fall outside the limits specified in Owner technical specification, then Owner reserves the right to reject all production supplied from the batch



### **10. Marking**

Each pipe shall be embossed with manufacturer's / Owner's logo, manufacturer's name or trademark, size designation, class of pipe at the interval of not more than 1 meters.

Each packing containing pipes shall carry the following embossed, stamped or written by indelible ink.

- Manufacturers name or trademark.
- Class of pipe - Heavy
- Indian standard mark (ISI)
- Lot number / Batch no. of production

Each pipe conforming to this standard shall also be marked with BIS standard mark.

### **11. Packaging**

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor / Vendor / Bidder shall submit the packaging details and also complied with at the time of delivery



## 7. PTS - GI Fittings With Powder Coating

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<b>8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to VGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure. ....</b>	<b>- 63 -</b>
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1.



## 1. Scope

This present document covers the technical specification for the procurement of GI fittings used in high pressure natural gas transportation and distribution systems. It describes the general requirements, controls, tests, QA/QC examination and final acceptance criteria which need to be fulfilled.

This specification covers the requirements for Malleable Cast Iron Fittings unless modified by this specification, requirements of IS 1239 (Part-I): 2004 (Latest edition) and IS 1879 - latest edition shall be valid.

## 2. Material

The material used for the manufacturing of GI fittings shall conform to IS 239 (Part-I): 2004 (Latest edition) or IS 14329 - 1995 with latest amendments Grade BM 300.

## 3. Pressure Test

Vendor shall carry out pneumatic pressure test as per Clause 11.1b of 1879 - 1987 with latest amendments on each & every fittings. Vendor to submit the Internal Quality control certificate for the same. Owner shall witness pneumatic testing as per the sampling procedure specified in 1879 - 1987 with latest amendments.

## 4. Compression Test

This test shall be conducted to judge the malleability of the pipe fittings & shall be carried out as per Clause 12 of 1879 - 1987 with latest amendment.

## 5. Sampling

Owner Representative of Third Party Inspection Agency appointed by Owner shall witness the tests as per clause 14 of 1879 - 1987 with latest amendments. However, vendor to perform 100% inspection of visual, dimensional & pressure test. Vendor shall furnish Internal test certificates at the time of final inspection to the Owner.

## 6. Dimensions & Dimensional Tolerances

- Dimensions of various types of fittings shall be as specified in sections 2 to 10 of IS 1879 - 1987 with latest amendments, as applicable.
- Wall thickness of fittings and tolerances on them shall be as given in Table 1.2 of S 1879 - 1987 with latest amendments,
- In case of reducing fittings, the dimensions at each outlet shall be those appropriate to the nominal size of the outlet.
- Elbows, Tees, Sockets and caps shall be of reinforced type.

## 7. Weight & Wall Thickness

Weights of various types of fittings shall be as specified in sections 2 to 10 of S 1879 - 1987 with latest amendments, as applicable.

Nominal Diameter DN	15 mm (1/2")	25 mm (1")
Grade	Heavy	Heavy
Outer Dia. (Max. / Min.)	21.8 mm / 21.0 mm	34.2 mm / 33.3 mm
Thickness (mm)	2.5	3.0
Tolerance on Thickness	-0.5 mm/ + Not limited	-0.7 / + Not limited



## 8. Threads

Threads shall be NPT type and conforming to ASME B1.20.1.

Outlets of fittings shall be threaded to dimensions & the tolerances as specified in ASME B1.20.1. All internal & external threads shall be tapered.

For checking conformity of threads gauging practice in accordance with ASME B1.20.1 shall be followed.

Chamfering: The outlet of fittings shall have chamfer.

## 9. Freedom From Defects

On visual examination, the outside & inside surfaces of fittings shall be smooth & free from any defects such as cracks, injurious flaws, fine sand depth etc.

## 10. Galvanizing

- Fittings shall be galvanized to meet the requirement of IS: 4759 - 1996 with latest amendments.
- Zinc conforming to any grade specified in IS: 13229-1991 with latest amendments shall be used for the purpose of galvanizing.
- Galvanizing bath: The molten metal in the galvanizing bath shall contain not less than 98.5% by mass of zinc.
- Coating requirements: Mass of coating shall be 610 - 700 gms/m<sup>2</sup>.
- Freedom from defect: The zinc coating shall be uniform adhered, reasonably smooth & free from such imperfections as flux, ash bare patches, black spots, pimples, lumpiness runs, rust stains, bulky white deposits & bolsters.
- Samplings
  - a) All materials of the same type in coating bath having uniform coating characteristics shall be grouped together to continue a lot. Each lot shall be tested separately for the various requirements of the specification. The number of units to be selected from each lot for this purpose shall be given in Table 2 of IS 4759 - latest edition.
  - b) The sample selected according to Column 1 & 2 of Table 2, IS: 4759 - latest edition shall be tested for visual requirements as per Clause 6.2 of IS:4759 - latest edition
  - c) The sample found conforming to above requirements shall then be tested for mass of zinc coating in accordance with Clause 9.2 of IS: 4759 - latest edition.
  - d) Criteria for conformity: As per Clause 8.3 of IS: 4759-latest edition.
  - e) Test procedure shall be as per Clause 9 of IS: 4759-latest edition.

## 11. Quality Assurance (QA)

The Contractor/Manufacture /Vendor shall submit following for review of TPIA / EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates / reports
- Performance requirements and type test, if any.

## 12. Inspection / Documents

Inspection shall be carried out as per Owner Technical Specification.

TPIA shall ensure the manufacturer / vendor monogram on accepted GI fittings during inspection of materials.





TPIA /EIC shall carry out final inspection at contractor store at the time of material acceptance / clearance before installation / work execution at site.

Contractor / Manufacture /Vendor shall furnish all the material test certificates, proof of approval / license from specified authority as per specified standard, If relevant, internal test /inspection reports as per Owner Tech. Spec. & specified code for 100% material, at the time of final inspection of each supply lot of material.

Contractor / Manufacture /Vendor shall furnish all the codes / documents shall be made available for reference of TPIA at the time of inspection.

For any control, test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date and place along with production schedule.

Even after third party inspection, EIC reserves the right to select a sample of items / materials randomly from each manufacturing batch / lot & have these independently tested. Should the results of these tests fall outside the limits specified in Owner technical specification, then Owner reserves the right to reject all production supplied from the batch.

### **13. Marking**

Each fitting shall be embossed with Owner's logo, manufacturer's name or trademark or monogram and the size designation.

Each packing containing fittings shall carry the following embossed, stamped or written by indelible ink.

- Manufacturer's name or trade mark or monogram
- Designation of fittings.
- Lot number.

Each fitting conforming to this standard shall also be marked with BIS standard mark.

### **14. Packaging**

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor / Vendor / Bidder shall submit the packaging details and also complied with at the time of delivery



## 8. PTS - Brass Fittings with head Chrome Plating

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## 1. Scope

This specification covers the requirements for materials of Brass and its fittings. Unless modified by this specification, requirement of IS 559 / IS 319: 2007/ BS 864 / EN 1254 Part 1 shall be valid. However, Latest Edition of IS/BS/EN shall be governing for Specification, applicable.

## 2. Material

- The material used for the manufacturer of Brass fittings shall conform to IS 319 :2007 (Latest edition)
- Material used for Brass Fitting shall be Clean, Smooth, Free from the surface defects like blisters, Silvers, Scales, Fins, Spills, Cracks etc and Free From internal defects like Porosity, Piping etc.
- Threading on the Brass fittings shall be done as per BS 21 / IS554.

## 3. Chemical Properties

Chemical composition of free cutting brass rods of Brass and its fittings shall be as mentioned in IS 319: 2007 with Head Chrome Plating.

- |                                     |                  |
|-------------------------------------|------------------|
| • Copper(Cu)                        | : 56.0% to 59.0% |
| • Lead (Pb)                         | : 2.0% to 3.5%   |
| • Iron (Fe)                         | : 0.35% Max      |
| • Other Impurities (Excluding Iron) | : 0.70% Max      |
| • Zinc(Zn)                          | : Remaining      |

## 4. Hydrostatic / Pneumatic Pressure Test

All Brass fittings shall be sustaining the pressure of 3.5 bars for 30 minutes holding time during testing at site after installation and no leakage is permitted.

The test shall be performed on each size of the fittings at site after installation

## 5. Dimensional Tolerances Of Free Cutting Brass Bars, Rods And Section Sizes

The materials of Brass Fitting (Free Cutting Brass Rods) shall be supplied in sizes as specified in IS 319: 2007 or IS 2826 or as per Purchaser requirement.

### Tolerances

The tolerances on sizes of bars/rods shall be as specified in IS 2826.

## 6. Dimension, Wall Thickness & Tolerance Of Brass Fittings

Dimensions tolerances of various types of brass shall be as per drawing enclosed with tender

The minimum wall thickness of a fitting shall be in accordance with Table 3 of EN 1254 Part 1

## 7. End Connection

End connection of the brass fitting must be capable of end feeding to the NPT /BSPT and as per drawing enclosed with tender

Internal solder ring type fitting is not acceptable.

## 8. Freedom from Defect

The fittings shall be free from internal fins, blow holes, skin defects etc. or other irregularities which might restrict the free flow of fluid, and shall be designed that resistance to the flow of fluid through the fittings is minimized.



### **9. Quality Assurance (QA)**

The Contractor/Manufacturer /Vendor shall submit following for review of TPIA / EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates / reports
- Performance requirements and type test, if any.

### **10. Inspection / Documents**

Inspection shall be carried out as per design codes/standards, OWNER Technical Specification and QAP enclosed in this tender by TPIA / EIC.

TPIA /EIC shall carry out final inspection at contractor store at the time of material acceptance / clearance before installation / work execution at site.

TPIA/EIC shall carry out random inspection during manufacturing final inspection.

Contractor I manufacturer I Supplier I Vendor shall furnish all the material test certificates, proof of approval license from specified authority as per specified standard, if relevant, internal test I inspection reports as per OWNER Technical Specification, at the time of final inspection of each supply lot of material.

Even after third party inspection, OWNER reserves the right to select a sample of items randomly from each manufacturing batch lot and have these independently tested. If the results of these tests fall outside the limits specified in OWNER Technical specification, then OWNER reserves the rights to reject all production supplied from the batch.

For any control test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date & place along with production schedule.

### **11. Marking**

Each fitting shall be embossed with OWNER's logo, manufacturers name and trade mark BS 864 I EN 1254 Part - I and designation of fittings.

Each packing containing fittings shall carry the following stamped or written in indelible ink.

- Manufacturer's name or trade mark.
- Designation of fittings.
- Month and year of manufacturing

### **12. Packaging**

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor I manufacturer I Supplier I Vendor shall submit the packaging details and also complied with at the time of delivery



## 9. PTS - Warning Mats

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## 1. Scope

The present document covers the technical specifications for the procurement of Warning Mat. Warning mats shall be laid in the ground above the gas main line in order to indicate their presence.

## 2. Reference Code

IS 10889 : High Density Polyethylene or Poly Chloride  
ASTM D – 638 : Standard Test Methods for Tensile Properties of Plastics

## Material

Raw material of the warning mat shall be Virgin material.

The material grade of Warning Mat shall be HDPE with warning sticker / stamp.

### a) Mechanical properties

- Tensile strength at break (Machine direction) : 300Kgf / cm<sup>2</sup> (minimum)
- Elongation in machine & Transverse direction (%) : 300(minimum)

## 3. Recommended Manufacturer for Raw Material

- SOLVAY
- BOREALIS
- FINA
- DOW
- ELENAC
- RELIANCE
- GAIL
- HALDIA

However, any other reputed national or international manufacturer may also be considered for supply of raw material with approval of Owner/ Owner's Representative.

## 4. Dimension and Wall Thickness

Warning Mat shall have following dimensions:

- Width 200 mm + 5 mm
- Thickness 300 Micron (Minimum)

Negative tolerance on thickness is not allowed.

## 5. Testing

Testing of warning mat shall be performed as below.

### a) Colour - Fast test

Test specimen 100 mm to 150 mm wide shall be immersed in a 20% solution of ammonium sulphide at 15 to 20 °C temperature for 15 days. The colour fastness shall be evaluated by comparing the test specimen with a sample specimen. The comparison shall be made by placing the two specimens on a white back ground in day light, but without exposing them directly to sun light. Test shall be accepted satisfactory, if the colour of the strip remains intact.

### b) Other tests shall be carried out as per relevant national / international standard enclosed in QAP.

## 6. Colour

The Mat shall be of bright golden yellow colour. This colour must not take any appreciable alteration in the course of time.



## **7. Quality Assurance (QA)**

The Contractor/Manufacturer /Vendor shall submit following for review of TPIA / EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates / reports
- Performance requirements and type test, if any.

## **8. Inspection / Documents**

Inspection shall be carried out as per design codes standards, OWNER Technical Specification and QAP enclosed in this tender by TPIA I EIC.

TPIA/EIC shall carry out final inspection at contractor store at the time of material acceptance I clearance before installation I work execution at site.

TPIA/EIC shall carry out random inspection during manufacturing! final inspection.

Contractor I manufacturer I Supplier I Vendor shall furnish all the material test certificates, proof of approval license from specified authority as per specified standard, if relevant, internal test inspection reports as per OWNER Technical Specification, at the time of final inspection of each supply lot of material.

Even after third party inspection, OWNER reserves the right to select a sample of items randomly from each manufacturing batch lot and have these independently tested. If the results of these tests fall outside the limits specified in OWNER Technical specification, then OWNER reserves the rights to reject all production supplied from the batch.

For any control test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vendor about inspection date & place along with production schedule.

## **9. Marking**

Marking on the Mat shall be approved by owner. The warning mat must be engraved with “Caution: High pressure gas pipeline below” in both English and Hindi or local language along with Owner’s Logo at a frequency of every meter.

Contractor I manufacturer shall submit proposed Artwork to be marked on the Mat for the approval from Owner I Owner’s representative.

## **10. Packing**

The warning mat shall be delivered in rolls of 50meters.

Packing size to be mentioned to ensure uniformity in delivery conditions of the materials being procured

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor I manufacturer I Supplier I Vendor shall submit the packaging details and also complied with at the time of delivery





## 10. PTS - Powder Coating of GI Pipes & Fittings

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## 1. Scope

This section contains the information and will help to ensure that the correct specification is applied and the required quality and performance levels are achieved the exterior applications of powder coatings on galvanized steel pipes & its fitting.

This present document covers the minimum technical specification for the powder coating on GI Steel Pipes & Fittings used in high pressure natural gas transportation and distribution systems. It describes the general requirements, controls, tests, QA/QC examination and final acceptance criteria which need to be fulfilled.

This specification covers the requirements for powder coating on GI Steel Pipes & Fittings. Unless modified by this specification, requirements of IS/ISO /EN with Latest edition shall be valid.

## 2. Material

The material used for the powder coating confirming to pure polyester.

## 3. Requirements for the fabricated elements

The section shall be suitable for powder coating, defects in construction which lead to corrosion, e.g. inappropriate combinations of materials, spaces which cannot be ventilated, cracks and components which are not suitable for powder coating, should be avoided.

The quality of the powder coating on galvanized Pipes & Fittings shall be primarily determined by the quality of the galvanization. The hot galvanization guidelines in IS apply only when the hot galvanized pipes& Fittings shall not be coated afterward. If coating is planned, hot galvanization should conform to the IS

The user must determine the condition of the zinc coating and its suitability as a coating substrate before powder application.

## 4. Preparation & Pretreatment

The preparation and pre-treatment of galvanized work requires a great deal of care as the quality and durability of the coating depends on it to a great extent.

To obtain a suitable powder coated surface, grinding down of the uneven areas on the galvanized surface may be required. Brushing or the use of abrasive paper, grain size 60, is recommended before initial preparation or pre-treatment.

Galvanized surfaces shall be powder coated immediately after preparation or pre- treatment and before the products of zinc corrosion, or white rust, can develop.

### Preparation

Sweep blasting shall be used to prepare a clean and even surface on the zinc / galvanize coating which is ideal for adhesion of the powder coating.

The hot galvanized parts shall be have a Rz mean surface roughness according to DIN 4768 of between 15 and 30  $\mu\text{m}$  and a high degree of coverage.

After the sweeping process is completed, any dust must be removed thoroughly from the entire surface, which should have a uniform matte grey appearance.



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Electro- and Send zimir galvanized steel surfaces are not suitable for sweeping due to the thinness of the zinc-coating.

### Pretreatment

Yellow chromatin has become the most common wet-chemical process. This method uses either immersion or spraying techniques; zinc-phosphate shall be also used.

This shall rinse the conversion layer thoroughly with de-ionized water. The conversion layers must be sufficiently clean and dry before powder coating to ensure that surface irregularities do not form when the powder coating shall be cured.

### 5. Coating System

Due to the excellent corrosion resistance of zinc coatings, powder coatings are usually applied to galvanized pipes and Fittings in a single coat.

The minimum thickness of powder coatings is 50  $\mu$ m of porous-free coating on comers and edges. On visible surfaces shall be have an average coating thickness of at least 70  $\mu$ m.

All coat thicknesses shall be measured according to ISO 2360.

### Requirements for the Coating & Coating Material

The powder coating shall satisfy the requirements of the voluntary quality guidelines of aluminum substrates and in addition qualify for the use on galvanized pipes & Fittings

The powder coating shall meet the requirements of BS 6497 & EN 12206-1.

The quality of other materials must be equivalent, especially with regard to the following points:

- Colour and effect
- Gloss and surface characteristics such as flow properties and texture
- Resistance to weathering and anti-corrosion protection
- Mechanical properties
- Glossy at 60° C, with a gloss level of 85-95 %
- Smooth Flow Surface

### 6. Testing

The powder coating shall be confirmed to the following test results and quality characteristics with regard to weathering, corrosion protection and mechanical properties

Owner Representative or Third-party Inspection Agency appointed by Owner shall witness finish goods testing as per the sample procedure specified in relevant ISO IIS latest edition

Test	Norm	Results
Resistance to Weathering	Conforms to EN 12206-1	As Per EN 12206-1
Resistance to Humidity	ISO 6270 [hrs]	720
Resistance to Mortar	ASTM C 207 and ASTM D 3260	no negative effect
Resistance to Corrosion	ISO 12944-6	C5-I and C5-M high > 15 years
Coating Thickness	ISO 2360 [ $\mu$ m]	50-60
Adhesion	ASTN D 5870	[classification -0 (GT=0I100)]



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Porosity Density	DIN 55 670	non-porous
Film Type	Glossy I Satin	Satisfactory
Gloss at 60° C	86-95 %	Satisfactory
Cross hatch Adhesion (ASTM D-5870)	GT = 0I100	Satisfactory
Pencil Hardness. (min.)	2 H	Satisfactory
Scratch Resistance (Kg. Min.)	3	Satisfactory

### 7. Quality Assurance (QA)

The Contractor Manufacture Vendors shall submit following for review of TPIA I EIC at the time of final inspection at contractor store before installation of materials.

- Material test certificates I reports
- Performance requirements and type test, if any.

### 8. Inspection / Documents

Inspection shall be carried out as per design codes/standards, OWNER Technical Specification and QAP enclosed in this tender by TPIA / EIC.

TPIA /EIC shall carry out final inspection at contractor store at the time of material acceptance / clearance before installation / work execution at site.

TPIA / EIC shall carry out random inspection during manufacturing/ final inspection.

Contractor / manufacturer / Supplier / Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports as per OWNER Technical Specification, at the time of final inspection of each supply lot of material.

Even after third party inspection, OWNER reserves the right to select a sample of items randomly from each manufacturing batch/ lot and have these independently tested. If the results of these tests fall outside the limits specified in OWNER Technical specification, then OWNER reserves the rights to reject all production supplied from the batch.

For any control test or examination required under the supervision of TPIA/EIC, latter shall be informed in writing one (1) week in advance by vender about inspection date & place along with production schedule.

### 9. Marking

Each materials / item shall be embossed with OWNER's logo, manufacturers name and trade mark BS / EN.

Each packing containing materials / items shall carry the following stamped or written in indelible ink.

- a) Manufacturer's name or trade mark.
- b) Designation of fittings.
- c) Month and year of manufacturing



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### **10. Protection During Transport and Packaging**

Packing size to be mentioned to ensure uniformity in delivery conditions of the material being procured.

Contractor / manufacturer / Supplier / Vendor shall submit the packaging details during QAP and also complied with at the time of delivery.

Suitable packaging materials shall be used to protect coated components against mechanical and chemical agents such as those in mortar, plaster, cement and concrete and during storage, transport and assembly.

The supplier /Contractor / Vendor make sure that packaging materials and all other materials shall be used as intended and shall be removed without difficulty. To avoid damage to the coated surface check adhesive tapes, etc. for their suitability.

It shall be ensured that incorrect storage shall not lead to milky white spots on the surface, e.g. under packing materials, caused by a combination of moisture and warmth.

Sealing compounds and other materials such as glazing aids, drilling, cutting and other kinds of lubricants which shall come into contact with coated surfaces shall be pH neutral and free of any substances which shall damage the coating



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### 11. PTS-Third Party Inspection Agency

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## **1. Scope**

The objective is to specify the role of Third-Party Inspection Agency (TPIA) appointed by Owner for inspection of different supply of items and construction work.

The Owner will appoint an independent approved Third-Party Inspection Agency (TPIA) whose role shall be to witness/verify, review and certify all quality related issues for inspection of different supply of items and construction work. The TPIA shall ensure that all quality related requirements during final inspection at site are strictly followed as per Owner/Owner's representative specifications.

This PTS also indicates general quality control requirements for various activities pertaining to PE Laying & GI Installation Projects and the extent of TPIA involvement as indicated in tender shall be binding on the Manufacturer/Vendor/Contractor.

## **2. Scope of Work**

### **2.1 Role of TPIA for Supply Items**

TPIA, as appointed by Owner, shall witness, review, verify and certify all quality related activities for supply of material for PE Laying & GI Installation materials at site during final inspection at contractor store as per QAP and Technical specification attached in this tender. The extent of TPIA involvement as a minimum is indicated in the various Quality Assurance Plans attached with the tender document and shall be as per final approved QA/QC procedures or as per codes and standards, wherever applicable.

### **2.2 Role of Owner's Representative for Supply Items**

For supply items, Owner's Representative reserves the right to carryout independent inspection / audit of the plant during manufacturing. The extent of inspection shall be at the discretion of Owner / Owner's Representative.

### **2.3 Role of TPIA for Construction Activity**

TPIA, as appointed and paid by Owner will be involved in all inspection, witness, review, verify and certify construction work. The extent of TPIA involvement will be shown in the various Quality Assurance plans attached with this tender.

Prior to commencement of any activity pertaining to construction at site, Owner/Owner's representatives shall get the documents reviewed by the TPIA.

Following Minimum requirement for checking of supplied of materials by contract/Owner, execution of works shall be followed by TPIA at site.

- TPIA shall ensure that his representative and Owner's representative shall carry inspection of items supplied by Owner and PE/PNG contractors at their premises/ stores prior to installation.
- TPIA shall arrange the relevant "IS codes" and standards document for inspection for his representative.
- TPIA Representative shall verify whether the material is procured from recommended vendor list enclosed in the tender or as per Owner approved vendor.
- TPIA Representative shall verify that material is procured by contractors in line in line with the requirement of tender document.
- TPIA Representative shall carry out physical inspection of material and review test certificates provided by Contractor / manufacturer / Vendor for each item as per the approved QAP by Owner or attached in the tender document.





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- TPIA Representative shall maintain the record for each inspection as per the format attached as Annexure - I
- TPIA Representative shall ensure that the material does not comply with quality standards mentioned in tender documents then same materials shall be rejected and it is not used for execution of work at site at anywhere. Necessary records for such rejection shall be reported to EIC/City Manager/ Zonal Head and E & P Department.
- TPIA Representative shall ensure such segregation of the inspected and non- inspected materials at the contractor stores with necessary tagging.

2.4 The various Hold points' involvement as mentioned in various QAP indicative minimum. However, actual involvement shall be decided by Owner/Owner's Representative during review of documents, and Manufacturer / Vendor/ Contractor shall be bound by the same. Manufacturer / Vendor/ Contractor shall also submit the calibration certificates of all the equipment/instruments, which are part of manufacturing/Inspection & testing for TPIA review. TPIA shall also be responsible to check /verify / witness the necessary calibration of such equipment/Instruments during visit to Manufacturer's / Vendor's/ Contractor's works.

### 3. Role of Manufacturer / Vendor/ Contractor

Manufacturer / Vendor/ Contractor shall have to carry out all necessary inspections and testing which are indicated in approved documents and shall have to provide all necessary latest tools & tackles, measuring instruments and facilities, which are required by the TPIA/Owner /Owner's representatives and all necessary assistance to carryout inspection/testing at Owner's /Manufacturer's / Vendor's/ Contractor's cost. Owner/Owner's representative shall have a right to inspect any activity.

### 4. Co-Ordination with TPIA

The detail item wise Manufacturing& delivery schedule indicating dates and location of manufacturer works shall be submitted by the Contractor within One (1) week from the date of issue of their internal Indent /Purchase order to sub vendor.

Manufacturer / Vendor/ Contractor shall inform in writing minimum One (1) week in advance to inform the TPIA/Owner/Owner's representative for Inspection Notice/Call, If any.

All coordination among TPIA/Owner's representative/ at Contractor's/ Vendor's / Manufacturer's works shall be the responsibility of Contractor. In case the Contractor fails to honor its inspection calls/notice at required place, Contractor has to reimburse all costs incurred by the Owner/Owner representative at actual.

Inspection of site construction activities shall be coordinated on daily basis and adequate notice shall be given to Owner/Owner's representative to mobilize TPIA, this shall be as per site conditions and requirements.

### 5. Involvement of TPIA

All procured items required for execution activities for civil, Mechanical etc works should satisfy the following conditions:

- It should be of reputed make having proven record of being successfully used in similar works earlier and as per approval by Owner / Owner's Representative.
- All materials shall be of standard quality and shall be procured from renowned sources / manufacturers approved by Owner/ Owner's representative.



## **Vadodara Gas Limited**

- All tests of the materials as specified by the relevant codes should be carried out by the Manufacturer / Vendor/ Contractor in an approved laboratory and the test reports should be duly authenticated by the laboratory and should be submitted to TPIA for his approval. If so desired by Owner/ Owner's representative, tests shall be conducted in his presence or in presence of his authorized nominee.
- Quality and acceptance of materials not covered under general technical specifications shall be governed by relevant codes.
- Manufacturer / Vendor/ Contractor shall submit manufacturer's test reports on quality and suitability of any material procured from them and their recommendations on storages/ application/ workmanship etc. for the intended use. Submission of manufacturer's test reports does not restrict Owner/ Owner's representative from asking fresh test results from an approved laboratory of the actual materials supplied even from an approved manufacturer. Contractor shall furnish the QAP for all supply and construction works.
- QAP shall commence at the instigation of the requisition and follow through to materials acceptance thus ensuring total conformity to the specifications and Type test certificates of similar materials.
- Routine tests shall be carried out for materials / items as per I.S/EN etc.
- Owner/Owner's Representative reserves the right to witness routine acceptance tests at the manufacturer works, prior to dispatch, to prove compliance with specifications.



## Vadodara Gas Limited

### Annexure -1 Material Receipt cum Inspection Report

Location						Date:		
Contractor								
Name of TPI								
Sl. No.	Description	Rec. Qty.	Name of Supplier	Delivery Challan	T.C. Availability	Compliance of QAP		Remarks
						Physical Check	T.C.	

**Note: Material Test Certificate/ Recording of Physical Check to be Attached here with**

	<b>Contractor</b>	<b>TPI</b>	<b>Vadodara Gas Limited</b>
Name			
Designation			
Signature			
Date			



## **Section – VI**

### **Health, Safety Environment Specifications [HSE]**



**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 VGL'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 VGL / external agency authorized by VGL, shall be complied by Contractor and its report to be submitted to VGL.
- 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, VGL 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 VGL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by VGL 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 equipment [PPEs]' such as safety helmets, safety 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 equipment 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.



## Vadodara Gas Limited

- 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 of any such materials without the express authorization of VGL.
- 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.
- 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 Contractors should carryout audits/ inspections/ supervisions at the sub-Contractor's works and submit the reports for review by VGL.

### 3.0 Relevant Codes for 'Personal Protection Equipment'

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

It is Mandatory to Fill in All This Forms and Upload the Scanned Copy of the same on n-Procure duly sign & stamp of authorized signatory.





## Vadodara Gas Limited

### List of Forms & Format

Form No.	Description
F-1	Bidder's General Information
F-2	Bid Form
F-3	List of Enclosures
F-4	Proforma of "Bank Guarantee" For "Earnest Money/ Bid Security"
F-4A	Proforma of "Letter of Credit" for "Earnest Money/ Bid Security"
F-5	Letter of Authority
F-6	No Deviation Confirmation
F-7	Declaration Regarding Holiday/ Banning and Liquidation, Court Receivership etc.
F-8	Certificate for Non-Involvement of Govt. of India
F-9	Agreed Terms & Condition
F-10	Acknowledgement cum Consent Letter
F-11	Undertaking on Letterhead
F-12	Bidder's Experience
F-13	Check List
F-14	Format for Certificate for Bank If Bidder's Working Capital is Inadequate
F-15	Format for Chartered Accountant Certificate for Financial Capability of the Bidder
F-16	Bidder's Queries for Pre-Bid Meeting
F-17	E-Banking Format
F-18	Confirmation Under MSE Act 2006



## Vadodara Gas Limited

F-1

### Bidder's General Information

To,  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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	Operational Address [if different from above]	City: District: State: PIN/ ZIP
7	Telephone Number [ Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	



**NOTE:**

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



**Vadodara Gas Limited**

**F-2**

**Bid Form**

**To,**  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

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

We confirm that this Bid is valid for a period of "**three [03] months**" from the date of opening of  
"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 "**03 % of Annualized Contract Value (excluding taxes & duties)**" 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:



**List of Enclosures**

**To,**  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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 average annual turnover for the last three preceding financial years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-15.
3. Document showing Financial Situation Information as sought in enclosed format F-15.
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 Section II.
6. Bid Security / EMD
7. Duly certified document from chartered engineer and or chartered accountant.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**Vadodara Gas Limited**

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 Vadodara Gas Ltd**

1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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 Vadodara Gas Limited, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by VGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. \_\_\_\_\_ 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 \_\_\_\_\_ 200\_\_ at \_\_\_\_\_

**Witness:**

**(Signature)**

(Name)

**(Signature)**

(Name)

Designation with Bank Stamp

**(Official Address)**

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

Date: \_\_\_\_\_



## Vadodara Gas Limited

### **Instructions for Furnishing "Bid Security/ Earnest Money" by "Bank Guarantee"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In 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/ Fax/ 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.

.....





**Vadodara Gas Limited**

**F-4A**

**Proforma of "Letter of Credit" for "Earnest Money / Bid Security"**

**To,**  
**M/s Vadodara Gas Ltd**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

**Irrevocable and confirmed Letter of Credit No.....Amount: ₹ .....**

**Validity of this Irrevocable: ..... (In India)**

Letter of Credit ..... (2 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 ₹ ..... accompanied by a certificate by Vadodara Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has / have occurred, specifying the occurred conditions(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 Vadodara 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**



**Vadodara Gas Limited**

**F-5**

**Letter of Authority**

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

Ref:

Date:

**To,**  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

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

- [1]   Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Contact No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_@\_\_\_\_\_
- [2]   Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Contact No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_@\_\_\_\_\_

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

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**To be upload on your Letter Head on n-Procure only**

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.



Vadodara Gas Limited

F-6

**"No Deviation" Confirmation**

To,  
Vadodara Gas Limited,  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

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

Place:  
Date:

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

**To be upload on your Letter Head on n-Procure only**



**Vadodara Gas Limited**

F-7

**Declaration Regarding Holiday/ Banning and Liquidation, Court Receivership**

To,  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

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

Further, we confirm that neither we nor our allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation 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 VGL 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 VGL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**To be upload on your Letter Head on n-Procure only**



**Vadodara Gas Limited**

**F-8**

**Certificate for Non-Involvement of Govt. of India**

**To,**  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “\_\_\_\_\_”, the following Certificate shall be automatically enforceable:

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

Place:  
Date:

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

**F-9**



## Vadodara Gas Limited

### Agreed Terms & Conditions

To,  
**Vadodara Gas Limited,**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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. No.	Description	Bidder's Confirmation
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST @ ____ %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee 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 ₹ 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	



## Vadodara Gas Limited

11.	Confirm your offer is valid for 3 months from Final/ Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish Tender Fee details: a) Tender Fee No. & date b) Value	
13.	Please furnish EMD/ Bid Security details: c) EMD/ Bid Security No. & date d) Value e) Validity	
14.	Confirm acceptance to all provisions of ITB.	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ VGL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:





**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 VGL issued the tender, by filling up the Format)

**To,**

**M/s Vadodara Gas Ltd**

1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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       : .....  
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                             : .....



Vadodara Gas Limited

F-11

**Undertaking on Letterhead**

To,  
Vadodara Gas Limited,  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Dear Sir,

We hereby confirm that “The contents of this Tender Documents No. \_\_\_\_\_ have not been modified or altered by M/s. \_\_\_\_\_ (Name of the bidder with complete address) In case, it is found that the tender document has been modified / 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:

**To be upload on your Letter Head on n-Procure only**



## Vadodara Gas Limited

F-12

### Bidder's Experience

To,  
M/s Vadodara Gas Ltd  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**

**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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

Place:  
Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**Check List**

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

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

Sl. 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 following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm has annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		



# Vadodara Gas Limited

Sl. No.	Description	Check List	Yes/ Na	No
1.	Tender Fee	₹ _____		
A.	DD	DD NO. _____ dated _____ For ₹ _____.00 in favour of VADODARA GAS LIMITED payable at Vadodara	Yes/ Na	
2.	EMD	₹ _____		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for ₹ _____ In favour of VADODARA GAS LIMITED payable at Vadodara	Yes/ Na	No
B	BG	BG Validity Beyond 3 Three Months from Bid Validity Period of 90 Days	Yes/ Na	No
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	Duly self-attested by authorized signatory	Yes/ Na	No
2.	Bid Validity upto Three Months	Accepted	Yes	No
3.	Copy of Work Order (WO) / LOA and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by Chartered Engineer and Notary Public.  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.	Yes/ Na	No
6.	Financial Criteria in Case of Single Bidder as Stipulated in BEC			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. FY: _____ [ to be reckoned from bid due date] along with un-price bid.	Yes/ Na	No
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit & Loss Statement of FY: _____ meeting the NET WORTH & Working Capital requirement.	Yes	No
6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated in BEC	Duly certified/ attested by Notary Public with legible stamp with applicability of relevant clause of BEC	Yes/ Na	No



## Vadodara Gas Limited

6iv.	Details of financial capacity of bidder prescribed Format, F-15 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	Yes/ Na	No
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, f-14) from the Bidder's bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with legible stamp.	Yes/ Na	No
7.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	Yes	No
8.	SOR (BLANK without price) mentioning word "QUOTED/ NOT QUOTED" in each item rate column	Submitted Unedited & Duly signed along with bid document	Yes	No
9.	FORM 1 TO 17 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	Yes	No
10.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[Agreed & Confirmed]	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

NOTE: 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.



**Format for Certificate from Bank**  
**If Bidder's working Capital is Inadequate**  
(To be provided on Bank's letter head)

Date: \_\_/\_\_/2023

To,  
**Vadodara Gas Ltd**  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

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 VGL'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 ₹ \_\_\_\_\_ (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 :



Vadodara Gas Limited

F – 15

**Format for Chartered Accountant Certificate for Financial Capability of the Bidder**

**SUBJECT:** HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
**TENDER NO.:** VGL/CO/C&P-PNG/BD202606S328

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

**A. Annual Turnover of Last 3 Years:**

Sl. No.	Year	Amount (In ₹)
1	<b><u>F.Y. 2022-23</u></b>	
2	<b><u>F.Y. 2023-24</u></b>	
3	<b><u>F.Y. 2024-25</u></b>	
4	Average Annual Turn Over	

**B. Financial Data for Last Audited Financial Year:**

Sl. No.	Description	F.Y. 2024-25 Amount (In ₹)
1	Current Assets	
2	Current Liabilities	
3	Working Capital (Current Assets –Current liabilities)	
4	Net Worth (Paid up share capital and Free Reserves & Surplus)	

Chartered Accountant  
Name of Audit Firm:  
Date:

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

**To be upload on CA's Letter Head on n-Procure only**





## **Vadodara Gas Limited**

### **Instructions:**

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
2. All such documents reflect the financial situation of the bidder or partner to a JV/Consortium,
3. and not sister or parent companies.
4. Historic financial statements must be audited by a certified chartered accountant.
5. Historic financial statements must be complete, including all notes to the financial statements.
6. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted).
7. 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.
8. This certificate is to be submitted on the letter head of Chartered Accountant.



Vadodara Gas Limited

F – 16

**Bidder's Queries for Pre-Bid Meeting**

To,  
M/s Vadodara Gas Ltd  
1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle,  
Old Padra Road, Vadodara – 390015

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**

**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Sl. No.	Reference of Bidding Document				Bidder's Query	VGL'S Reply
	Sec. No.	Page No.	Clause No.	Subject		

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

Signature of Bidder : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_



**Vadodara Gas Limited**

**F-17**

**E-Banking Mandate Form**  
(To be issued on vendors letter head)

**SUBJECT:   HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION  
INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR  
NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR  
TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

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



Vadodara Gas Limited

F-18

**Confirmation on Applicability of “Micro, Small and Medium Enterprise Development Act, 2006 (MSMED ACT 2006)”**

**SUBJECT: ~~HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR~~**  
**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

1. ~~We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:~~

a. ~~Micro Enterprise~~ \_\_\_\_\_ [ ~~\_\_\_\_\_~~ ]

b. ~~Small Enterprise~~ \_\_\_\_\_ [ ~~\_\_\_\_\_~~ ]

c. ~~Medium Enterprise~~ \_\_\_\_\_ [ ~~\_\_\_\_\_~~ ]

(Please put a tick in the appropriate box)

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

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

Date: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

\_\_\_\_\_ Seal: \_\_\_\_\_

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



## Section – VIII

### Schedule of Rates [SOR]

The BOQ provided on n-Procure is in Conjugation with the Attached File of SOR. Kindly Refer the SOR before Filling the rates/ percentage.

Bidders will be required to Quote/ Fill against each SOR Line Item on n-Procure.

Price Bid to be submitted on n-Procure Only. No Hard Copy of the same shall be submitted.



Vadodara Gas Limited

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**

**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

Item No.	Item Description	UoM	Qty.	Unit Rate	Amount
A	<b>TAPPING FROM PE SERVICE LINES AND INSTALLATION UP TO MAIN ISOLATION VALVE FOR INDIVIDUAL CONNECTION</b>				
	Supply, Construction, laying / installation in all types of terrain by any method i.e. Manual Boring or Open Cut, testing & Commissioning of 20 mm PE -100 pipes, PE Electro fusion fittings, warning mats, Transition fittings (PE to GI Transition fittings), RCC Guard, required all consumables like PTFE tape etc which is required to complete the work at site. Proper storing, stacking, identification, providing security, and insurance cover for the materials. Liasoning with customers, Landowning agencies / statutory authorities, preparation of detailed route plan, making trial pits to determine the underground utilities/ services etc., obtaining permission from Land owning agencies, restoration of the abandoned trial pits as required (excavation to depth for 1.0 m cover of PE pipe or more as satisfaction to EIC) to original condition as per the directions of EIC / site-in charge. Trenching to the required depth in surface, uncoiling / stringing of pipes, damping, jointing of the pipe ends/ fittings/ valves by qualified personnel, using approved electro fusion techniques as per specification.				
	Supply and PE LAYING Installation of powder coated 1/2" GI pipes up to individual Main Isolation Valve. Required all consumables like PTFE tape, roil plugs etc for leak proof installations, as per laid procedures and specification including clamping. Colour touch up to be done on installed GI pipes after testing of the entire connection.				
A.1	<b>INSTALLATION OF GI PIPES FROM MAIN ISOLATION VALVE TO APPLIANCE VALVE</b>				
	Receiving, handling, loading, transportation and unloading including owner supplied Free issued materials like Domestic Meter, Domestic Gas Pressure				



## Vadodara Gas Limited

	<p>Regulator, ½"NB Isolation valve and Appliance valves (Gas Tap) and Suraksha steel re-enforced Rubber hose etc which is required to complete the work to Contractor's own stock-yards/ work-sites. Proper storing, stacking, identification, providing security, and insurance cover for the materials. Liasoning with Landowning agencies / statutory authorities, preparation of detailed route plan, obtaining permission restoration as required to original condition as per EIC instruction. Supply and Installation of powder coated 1/2" or 3/4 &amp; 1" NB GI pipes with BSPT connection up to customer's kitchen appliances, Powder coated ½" NB or 1" NB GI fittings, Inlet/outlet brass adaptor for Meter / Regulator, Clamp required for fixing of Suraksha Rubber hose, Powder coated MS Pipe Clamp with Screw and Nuts, Nozzle for Burner conversion, Required all consumables like PTFE tape, roil plugs etc for leak proof and quality installations, as per laid procedures and specification including clamping. Colour touch up to be done on installed GI pipes after testing of the entire connection. Testing with nitrogen/air and commissioning of the GI installations, meters, valves etc as Pneumatic per specification and hand over the same to Owner/Customer to the entire satisfaction. Preparation, Certification and submission of job card duly signed by customer/daily progress reports, As-built drawings. Restore all surrounding ground features to that as existing before and as directed by EIC. Providing all tools and tackles, test ends, nitrogen, instruments, manpower and other related accessories and as per the instructions of the EIC. On completion of contract returning of all unused free issue materials to Owner's stores. Submission of all documents as mentioned in the contract. Any other activities not mentioned/ operation / safety/ statutory/ maintenance of the works shall also be covered under the Scope of work and has to be completed by the Contractor within specified schedule at no extra cost to Owner.</p>				
<b>A.2</b>	<b>LIASIONING WITH LAND OWNING AGENCIES TO PERMISSION</b>				
	Submission of applications as per approved drawing provided by contractor / contractor's representative (initial route survey, preparation of drawing , measuring and providing details of surface type shall be in scope of contractor				



## Vadodara Gas Limited

	with approval from owner / owners representative) obtained and submission of demand note, coordination , liaisons , obtain written permission from land owning agencies like VMSS, VUDA Indian Railways, and any other Got agency who maintain the public lands (all fee paid to authorities shall be reimbursed against documentary avoidance) This rates are not applicable for Private lands I. e. apartments etc.				
<b>A.3</b>	<b>GROUND CONNECTION AND RISER INSTALLATION WITH A PROVISION OF TEE AT EACH FLOOR WITH HEX PLUG IF ANY</b>				
	Supply, Construction, laying / installation in all types of terrain by any method i.e. Manual Boring or Open Cut, testing & Commissioning of 20 mm PE -100 pipes, PE Electro fusion fittings, warning mats, Transition fittings (PE to GI Transition fittings), RCC Guard, required all consumables like PTFE tape etc which is required to complete the work at site. Proper storing, stacking, identification, providing security, and insurance cover for the materials. Liasoning with customers, Landowning agencies / statutory authorities, preparation of detailed route plan, making trial pits to determine the underground utilities/ services etc., obtaining permission from Land owning agencies, restoration of the abandoned trial pits as required (excavation to depth for 1.0 m cover of PE pipe or more as satisfaction to EIC) to original condition as per the directions of EIC / site-in charge. Trenching to the required depth in surface, uncoiling / stringing of pipes, damping, jointing of the pipe ends/ fittings/ valves by qualified personnel, using approved electro fusion techniques as per specification.				
	Supply and Installation of powder coated 1/2"/ 1" GI pipes including GI fittings, required all consumables like PTFE tape, roil plugs etc for leak proof Riser installations, as per laid procedures and specification including clamping. Colour touch up to be done on installed GI pipes after testing of the entire Riser including Ground Connection.				
<b>NOTE:</b>	<b>1. Individual connection means PNG connection with dedicated ground connection.</b>				
	<b>2. All other tapping connections from GI are considered under apartment</b>				





## Vadodara Gas Limited

	/ flat Connections.				
<b>B</b>	<b>Individual Connection</b> (Upto 5 m of 20mm MDPE Pipe and 10 m ½” GI Pipe)				
<b>B.1</b>	GROUND CONNECTION UPTO Individual Main Isolation Valve.	EA	25,000.00	₹ 1,342.83	₹ 3,35,70,750.00
<b>B.2</b>	1/2" NB GI pipes from Main isolation valves to appliance valve for individual connection.	EA	16,750.00	₹ 2,775.18	₹ 4,64,84,265.00
<b>C</b>	<b>PE LAYING Flat Connection Apartment</b>				
<b>C.1</b>	Tapping from GI riser tee and installation of GI pipes up to Main (Meter) Isolation valve (Lateral)  Individual Connection (up to 07 m ½” GI Pipe) 1/2" NB GI pipes from Main isolation valves to appliance valve for individual Apartment connection	EA	16,750.00	₹ 2,171.58	₹ 3,63,73,965.00
<b>D</b>	<b>GI Riser / Header installation</b>				
<b>D.1</b>	Installation of 1/2" Riser up to G+3 including Ground Connection.	EA	5,000.00	₹ 3,222.79	₹ 1,61,13,950.00
<b>D.2</b>	Installation of 1/2" Riser beyond G+ 8 floors for each floor extension.	EA	4,000.00	₹ 1,074.26	₹ 42,97,040.00
<b>D.3</b>	Installation of 1/2" Header (Horizontal) up to 3 Row Houses including Ground Connection.	EA	2,000.00	₹ 2,659.96	₹ 53,19,920.00
<b>D.4</b>	Installation of 1/2" Header (Horizontal) beyond 3 Row houses for each row house extension.	EA	1,000.00	₹ 461.79	₹ 4,61,790.00
<b>D.5</b>	Installation of 1" Riser up to G+8 including Ground Connection	EA	1,000.00	₹ 9,572.66	₹ 95,72,660.00
<b>D.6</b>	Installation of 1"Riser beyond G+ 8 floors for each floor extension.	EA	1,000.00	₹ 974.99	₹ 9,74,990.00
<b>D.7</b>	Installation of 1" Header (Horizontal) up to 6 Houses including Ground Connection.	EA	1,000.00	₹ 2,659.96	₹ 26,59,960.00
<b>D.8</b>	Installation of 1" Header (Horizontal) beyond 6 houses for each row house extension.	EA	1,000.00	₹ 375.82	₹ 3,75,820.00



## Vadodara Gas Limited

<b>E</b>	<b>Installation of Common approach for Riser connectivity</b>				
<b>E.1</b>	1/2" NB GI pipe common approach installation as per instruction of Engineer In charge	M	20,000.00	₹ 199.42	₹ 39,88,400.00
<b>E.2</b>	1" NB GI common approach installation as per instruction of Engineer In charge.	M	20,000.00	₹ 267.67	₹ 53,53,400.00
<b>E.3</b>	Additional point in Kitchen with Owner supplied Appliance Valve & Rubber Hose	EA	20,000.00	₹ 199.42	₹ 39,88,400.00
<b>E.4</b>	Additional point for Geyser with Owner supplied Appliance Valve & Rubber Hose upto 10 meter of 1/2" GI Pipe	EA	12,500.00	₹ 376.70	₹ 47,08,750.00
<b>E.5</b>	Installation of Appliance Valve & Rubber Hose including supply of Rubber Hose Clamp	EA	12,500.00	₹ 21.27	₹ 2,65,875.00
<b>E.6</b>	Conversion of Single/Two burner stove for Additional kitchen Point	EA	12,500.00	₹ 21.27	₹ 2,65,875.00
<b>E.7</b>	Conversion of more than Two Burner rates to be quoted Each Burner	EA	17,500.00	₹ 35.45	₹ 6,20,375.00
<b>E.8</b>	Installation of GI Pipe NB 1/2" per meter, this additional GI Pipe will only be Considered beyond the below provide individual length per connection i.e. as per the following formula 1. For Bungalow connection Beyond – 10 mtr. 2. For Apartment connection Beyond – 07 mtr.	M	20,000.00	₹ 288.07	₹ 57,61,400.00
<b>E.9</b>	Laying of 20mm SDR 11 – PE 100 per connection after of 5 mtrs.	M	18,750.00	₹ 150.67	₹ 28,25,062.50
<b>E.10</b>	Drilling of Hole as per requirement for Domestic PNG Connectivity per Hole in Brick wall including labour and tools & tackles core cutting	Each	15,000.00	₹ 132.95	₹ 19,94,250.00
<b>E.11</b>	Drilling of Hole as per requirement for Domestic PNG Connectivity per Hole in RCC Wall / Slab with core cutter including labour and tools & tackles	Each	15,000.00	₹ 266.79	₹ 40,01,850.00
<b>F</b>	<b>Domestic Registration</b>				
<b>F.1</b>	This is the primary activity for executing this tender. The primary activity under this scope of work (SOR) involves executing door to door visits in PNG charged societies or areas where piped natural gas is readily available as periodically notified by the EIC. The scope includes convincing potential	Nos.	33,750.00	₹ 282.99	₹ 95,50,912.50



**Vadodara Gas Limited**

	consumers, facilitating domestic registrations, collecting cheques as per the plan, gathering and uploading relevant documents and ensuring timely entry of consumer details into the VGL's portal for the generation of business partner numbers. Any duplicate/ bogus PNG registration attracts penalties as per penalty clause.				
<b>G</b>	<b>Gross Total Amount</b>				<b>₹ 19,95,29,660.00</b>
<b>H</b>	<b>Add: GST @ 18%</b>				<b>₹ 3,59,15,338.80</b>
<b>I</b>	<b>Grand Total Amount</b>				<b>₹ 23,54,44,998.80</b>
<b>J</b>	<b>Bidder is required to be Quoted in % (+/-) of above Grand Total Amount</b>				<b>to be Quoted by Bidder in % (+/-) of above Total</b>

**Place:**

**Date:**

**Signature of Authorized Signatory with Stamped**



**Vadodara Gas Limited**

# **CUT-OUT SLIPS**



Vadodara Gas Limited

**“TENDER FEE, EMD/ BID SECURITY & POWER OF ATTORNEY IN ORIGINAL” OF TENDER**

DO NOT OPEN – THIS IS A QUOTATION

**SUBJECT: HIRING THE SERVICES FOR ABOVE GROUND GI INSTALLATION INCLUDING LAST MILE CONNECTIVITY AT CONSUMER END FOR NEW D-PNG CONNECTIONS IN EAST ZONE FOR PERIOD OF 01 YEAR**

**TENDER NO.: VGL/CO/C&P-PNG/BD202606S328**

**DATE & TIME FOR SUBMISSION OF PHYSICAL COPY OF TENDER FEE, EMD & POWER OF ATTORNEY: 29/06/2026 UPTO 1700 HRS.**

To,

**C&P Department**

Vadodara Gas Limited

1<sup>st</sup> Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara-390015,  
Gujarat – India,

Contact No.: 0265-2334075

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